

CITY OF MIAMI SPRINGS

**REQUEST FOR PROPOSALS
RFP # 04-19/20**



PARKS GROUNDS MAINTENANCE SERVICES

PROPOSAL DUE DATE & TIME

**October 6th, 2020 at 2:30 PM
via Demandstar E-bidding**

CITY OF MIAMI SPRINGS
RFP # 04-19/20
PARKS GROUNDS MAINTENANCE SERVICES

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SECTION 100
NOTICE OF BID INVITATION

CITY OF MIAMI SPRINGS
RFP # 04-19/20
PARKS GROUNDS MAINTENANCE SERVICES

The CITY OF MIAMI SPRINGS is requesting proposals from qualified proposers to provide for the "PARKS GROUNDS MAINTENANCE SERVICES" for the CITY OF MIAMI SPRINGS. Proposals must be received electronically via Demandstar e-bidding by **Tuesday, October 6th, 2020 at 2:30P.M.(EST)**. Submittals shall be clearly marked "**RFP # 04-19/20, "Parks Grounds Maintenance Services"**".

Proposals must be submitted in the form of one (1) uploaded electronic copy of the Response, as indicated in this RFP which shall include the entire Price Proposal. **No proposal will be accepted without this requirement. Documents may be requested from DemandStar at www.demandstar.com or at <https://www.miamisprings-fl.gov/rfps>.**

A pre-proposal conference will not be held for this RFP. All submittals shall be publicly opened, read and recorded during a virtual Zoom meeting on Tuesday, October 6th, 2020 at 2:30P.M.(EST).

Join Zoom Meeting
<https://us02web.zoom.us/j/85983309313>
Meeting ID: 859 8330 9313
Dial by Phone
1-646-558-8656

Late Submittals and facsimile submissions will not be considered. The proposer shall bear all costs associated with the preparation and submission of the proposal.

Women/Minority Owned and Emerging Small Businesses are invited to submit bids on this project.

Pursuant to Section 2-11.1 Conflict of Interest and Code of Ethics Ordinance, as set forth in subsection (t) "Cone of Silence," of the Miami-Dade County Code, public notice is hereby given that a "Cone of Silence" is imposed concerning the City's competitive purchasing process, which generally prohibits communications concerning the RFP from the time of advertisement of the RFP until such time as the City Manager makes a written recommendation to the City Council concerning the competitive purchase transaction. Please see the detailed specifications for the public solicitation for services for a statement fully disclosing the requirements of the "Cone of Silence".

Pursuant to Section 33-01 of the City's code, and Section 2-11.1 of the Miami-Dade County code, vendors of the City are required to disclose any campaign contributions to the City Clerk, and each vendor must do so prior to and as a condition of the award of any City contract to the vendor. Please see the detailed specifications of this solicitation for further details.

The CITY OF MIAMI SPRINGS reserves the right to accept or reject and/or all proposals or parts of proposals, to workshop or negotiate any and all proposals, to waive irregularities, and to request re-proposals on the required materials or services, or take any other such actions that may be deemed in the best interest of the City.

SECTION 200
INSTRUCTIONS TO BIDDERS

The CITY OF MIAMI SPRINGS (the “City”), a municipality located in Miami-Dade County, Florida, desires to receive qualifications for the selection of a proposer to provide “PARKS GROUNDS MAINTENANCE SERVICES” for three (3) parks and facilities located within the City.

The City intends to execute a Contract with a selected Proposer to provide such services.

1. SCHEDULE OF EVENTS

| No. | Event | Date* | Time* (EST) |
|------------|---|--------------------------|--------------------|
| 1 | Advertisement/ Distribution of RFP & Cone of Silence begins | 9/11/2020 | 9:00AM |
| 2 | Pre-Proposal Meeting | N/A | N/A |
| 3 | Deadline to Submit Questions | 9/25/2020 | 5:00PM |
| 4 | Deadline for City Responses to Questions | 9/30/2020 | 5:00PM |
| 5 | Deadline to Submit RFP-Response | 10/6/2020 | 2:30PM |
| 6 | Evaluation of Proposals | 10/07/2020 10/09/2020 | 8:00AM 5:00PM |
| 7 | Announcement of selected Proposers/Cone of Silence ends | 10/12/2020 | 7:00PM |

*The City reserves the right to change the scheduled dates and time.

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1.1 DEFINED TERMS

Terms used in these Instructions to Proposers are defined and have the meaning assigned to them. The term "Proposer" means one who submits a proposal directly to the City as distinct from a Sub-Proposer, who submits a proposal to the Proposer. The term "Successful Proposer" means the best, qualified, responsible and responsive Proposer to whom the City (on the basis of City's evaluation as hereinafter provided) makes an award. The term "City" refers to the CITY OF MIAMI SPRINGS, a municipal corporation of the State of Florida. The term "Proposal Package" includes all items as listed and identified in Section IV. The term "Proposer" shall mean the individual(s) or firm to whom the award is made or also referred to as the Successful Proposer. The term "Proposer Administrator" shall mean the City Manager or designee.

2. GENERAL

The following instructions are given for the purpose of guiding Proposers in properly preparing their proposals. These instructions have equal force and weight with other portions of the specifications and strict compliance is required with all the provisions contained herein.

3. PROPOSAL REQUIREMENTS

3.1 Scope of Services Proposed

Clearly describe how proposer will perform the scope of services proposed including a work plan including an explanation of methodology to be followed to perform the services required of this proposal. Include information as to level of staff to be assigned, a list of products/chemicals used including MSDS sheets for each and a list of equipment.

3.2 Proposer Qualifications

This section of the proposal should give a description of the proposer, including the size, range of activities, and number of years of relative experience with large accounts. Particular emphasis should be given as to how the firm-wide experience and expertise in this type of project will be brought to bear on the proposed project. This section must also identify the contact person and telephone number.

3.3 Proposal Package

All proposals shall be submitted on the City provided Proposal Package forms. Failure to do so may cause the proposal to be rejected. All blanks on the proposal forms must be completed. For further information as to the Instructions to Proposers or the Proposal Package contact Zuzell E. Murguido, Procurement Specialist II at (305) 805-5054 or Email: murguido@miamisprings-fl.gov.

3.4 Acknowledgment of Contract Terms

An acknowledgement of the acceptance of the terms of the Contract should be included as a part of Proposal. Any exceptions to terms of this Contract should be included in the exceptions section of the Proposal.

4. PRE-PROPOSAL CONFERENCE AND SITE INSPECTION

There will be no Pre-proposal meeting. All Proposers or their representatives are encouraged to visit the sites. This will allow the proposers the opportunity to familiarize themselves with the conditions that may affect the proposal prices. Questions regarding the site and specifications will be answered by way of Addendum.

All Proposers shall be held responsible at this time to fully investigate the scope of work to be undertaken based on the Special Conditions and Proposal Detail Requirements included.

5. SUBMISSION OF PROPOSAL

Bids shall be submitted electronically via Demandstar e-bidding by **Tuesday, October 6th, 2020 at 2:30P.M.(EST)**. Submittals shall be clearly marked **“RFP # 04-19/20, “Parks Grounds Maintenance Services”**.

Proposals must be submitted in the form of one (1) uploaded electronic copy of the Response, as indicated in this RFP which shall include the entire Price Proposal. **No proposal will be accepted without this requirement. Documents may be requested from DemandStar at www.demandstar.com or at <https://www.miamisprings-fl.gov/rfps>.**

All submittals shall be publicly opened, read and recorded during a virtual Zoom meeting on Tuesday, October 6th, 2020 at 2:30P.M.(EST).

Join Zoom Meeting

<https://us02web.zoom.us/j/85983309313>

Meeting ID: 859 8330 9313

Dial by Phone

1-646-558-8656

All Proposers and their representative are invited to join the Zoom meeting. Proposals shall be typed or printed in ink. Use of erasable ink is **not** permitted. All blanks on the proposal form(s) must be completed. Names must be typed or printed below the signature. Facsimile proposals will **not** be accepted. Late Submittals and facsimile submissions will not be considered. The proposer shall bear all costs associated with the preparation and submission of the proposal.

It shall be the sole responsibility of the Proposer to ensure that the sealed proposal is submitted by the time and date specified. Any proposal received after the appointed time, whether by mail, upload or otherwise, shall **not** be accepted under any circumstances. Such proposals will be returned to the vendor unopened. Any uncertainty regarding the time a proposal is received shall be resolved against the Proposer.

Only one (1) proposal from any individual, firm, partnership, or corporation, under the same or different names, will be considered. If the City determines that any Proposer has interest in more than one (1) proposal for work contemplated; all proposals in which such a Proposer is interested will be rejected. Proposer by submitting this proposal certifies that this proposal is made without previous understanding, Contract or connection with any person, firm or corporation making a proposal for the same material, supplies, equipment or services and is in all respects, fair and without collusion of fraud.

6. POINT OF CONTACT

Any inquiries concerning clarifications of solicitation or for additional information shall be submitted in writing to Zuzell E. Murguido, Procurement Specialist II, Email: murguido@miamisprings-fl.gov on or before 9/25/2020 at 5:00 PM. The City shall **not** be responsible for oral interpretations given by any City employee or its representative.

7. EVALUATION METHOD AND CRITERIA

Proposals will be evaluated in accordance with weighted criteria listed below:

| | <u>Maximum Points</u> |
|----------------------------------|-----------------------|
| Scope of Services / Plan | 20 |
| Proposer Qualifications | 20 |
| References (Relevant experience) | 10 |
| Cost | <u>50</u> |
| Total | 100 |

These weighted criteria are provided to assist the Proposers in the allocation of their time and efforts during the submission process. The criteria also helps guide the Procurement Specialist during the short-listing and final ranking of Proposers by establishing a general frame work for those deliberations.

Short listed proposals may be selected for an interview prior to a recommendation being presented to the City Council. As the best interest of the City may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. The City will determine which Proposers are “responsible and responsive”.

8. DESCRIPTION OF EVALUATION CRITERIA(S):

SCOPE OF SERVICES (20 POINTS): Each proposer will be evaluated on their approach on how the scope of services will be met and the operational plan. A work plan including an explanation of methodology to be followed to perform the services required in the proposal. Information regarding the level of staff to be assigned to contract must also be included.

PROPOSER QUALIFICATION (20 POINTS): Each proposer shall give a description of the firm, including the size, range of activities, and the number of years with relative experience with governmental accounts. Particular emphasis should be given as to how the firm-wide experience and expertise in this type of project will be brought to bear on the proposed project. The firm should also submit proof of insurance as a part of the qualifications portion of their proposal.

REFERENCES (Relevant Experience) (10 POINTS): As part of the proposal evaluation process, the City will conduct an investigation of references, including a record check or consumer affairs complaints. Proposer’s submission of a proposal constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Proposers qualifications.

COST (50 POINTS): Each proposer shall provide a lump sum cost per year for the service provided and term of contract. The City will be processing contract payments on a monthly basis. The City as part of their evaluation may perform an inspection of the Proposer’s facilities. The Selection Committee, City Manager, or designee as part of their evaluation may perform this inspection. The Selection Committee may perform a second pre-award inspection of the Successful Proposer’s facilities and any technical advisors they deem necessary, prior to the award of a Contract.

The term facilities as used in this Solicitation shall include, but shall not be limited to, all properties operated by the Proposer, all equipment used in the performance of business by the Proposer, and/or any other evidence, tangible or intangible, that the City may deem necessary to substantiate the technical and other qualifications, and the abilities of the Proposer to perform the Services.

The inspection may include, but not be limited to, appearance and cleanliness of facilities, appearance and cleanliness of equipment, "road worthiness" of vehicles, appearance and visibility of all signage on vehicles, and possession and distribution of mandatory equipment. Vehicles may be inspected for compliance with State of Florida Statutes, as well as applicable County and City Ordinances. Additionally, inspection may include verification of some of the (physical) minimum requirements for Proposers. Additionally, the City reserves the right to perform such inspections on the Successful Proposer as often as it deems necessary, to ensure proper performance of the proposed Contract.

The City may require short-listed Proposer's to perform an oral presentation in support of their Proposal or to exhibit or otherwise demonstrate the information contained therein. This presentation or demonstration may be performed before the Selection Committee or the City Manager. If required, Proposers will be notified in writing prior to the date of such a presentation.

9. CLARIFICATION AND ADDENDUM(S)

If any person contemplating submitting a proposal under this RFP is in doubt as to the true meaning of the specifications or other documents or any part thereof, the proposer must submit to the City of Miami Springs, Zuzell E. Murguido, Procurement Specialist II, on or before 9/30/2020 at 5:00 PM, a request for clarification via email: murguido@miamisprings-fl.gov. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

Any interpretation of the RFP, if made, will be made only by Addendum duly issued by the Assistant City Manager. A copy of such Addendum will be posted on the City's website under RFP's. However, it is the proposer's responsibility to ensure that it has received and reviewed all addenda prior to submitting the bid and the City shall not be responsible for failure to send addenda to proposers receiving the RFP. Proposers should acknowledge receipt of all addenda in the space designated on the proposal form. In the event of conflict with the original Contract Documents, addenda shall govern all other Contract Documents to the extent specified. Subsequent addenda shall govern over prior addendum only to the extent specified.

10. ACCEPTANCE OR REJECTION OF PROPOSALS

All proposals submitted shall be valid for a period of sixty (60) calendar days from the day of the proposal opening. However, any proposal may be withdrawn up until the time set for proposal opening. Any proposals not so withdrawn shall upon opening, constitute an irrevocable offer for goods and services until accepted by the City Council's Award.

Reasonable efforts will be made to either award the Contract(s) or reject all proposals within sixty (60) calendar days after proposal opening date. A Proposer may not withdraw his proposal before the expiration of sixty (60) days from the date of proposal opening. A Proposer may withdraw his proposal after the expiration of sixty (60) days from the date of proposal opening by delivering written notice of withdrawal to the City Manager's Office prior to award of contract by the City's Council.

The City reserves the right to accept or reject any and/or all proposals or parts of proposals, to waive any informality, irregularities, or technicalities, to re-advertise for proposals, or take any other actions that may be deemed to be in the best interests of the City. The City also reserves the right to award the Contract on a split order basis, group by group, or item by item, or such combination as will best serve the interests of the City, unless otherwise stated. The City also reserves the right to waive minor variations to the specifications (interpretation of such to be made by the applicable department personnel). Final determination and award of contract(s) shall be made by the City Council. In addition, each proposer agrees to waive any claim it has or may have against the City and the respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal.

11. BID BOND

Each Proposal must be accompanied by a Bid Bond or Cashier's Check, in an amount no less than five percent (5%) of the proposal annual base bid amount. All Bid Bonds shall be valid for a period of at least ninety (90) days from the proposal submission date. The Bid Bonds for all unsuccessful Proposals shall be returned after the 90-day period. The purpose of the bid bond is to ensure that proposals are honored and that they remain valid for the required period. Accordingly, bid bonds are subject to forfeiture any time proposers refuse to honor their proposals for at least sixty (60) days after proposal opening.

12. AWARD OF CONTRACT

Once the proposals are opened, the Procurement Specialist will evaluate the proposals and a recommendation will then be presented to the City Manager.

It is the City's intent to award the contract to one (1) Proposer.

The Contract will be awarded only to a responsible Proposer(s) licensed, and qualified by experience to do the work specified. The Proposer shall submit, prior to award of Contract, satisfactory evidence of his experience in similar work and that he is fully prepared with the necessary organization, capital, and equipment to complete the scope of work. Proposer shall be insured, licensed and certified by all applicable local, county and state agencies.

The Proposer warrants to the City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

This signed proposal is considered an offer on the part of the Proposer, which offer shall be considered accepted upon approval by the City Council. Within five (5) business days after receiving Notice of Award the Successful Proposer shall submit a revised Certificate of Insurance naming the City as additional insured for all liability policies.

The award is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their proposal, the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the City or any of its agencies. Further, all Proposers must disclose the name of any public officer or employee of the City who owns, directly or indirectly, an interest of five percent (5%) or more in the Officer's firm or any of its branches or affiliate companies.

13. CONTRACT TERM

The initial Contract Term shall be for one (1) year, with the City's option to renew annually not to exceed a maximum four (4) additional years. The City will process payments on a monthly basis. At its sole discretion, the City shall have an option to renew this Contract upon the same terms and conditions for up to four (4) additional years (the "Option"). This Option may be exercised at the sole discretion of the City Manager. Such extension shall be effective upon receipt of a written notice from the City Manager to the Proposer received no later than 30 days prior to the date of termination.

14. PERMITS, FEES AND NOTICES

The Successful Proposer shall at his own expense obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this Contract.

All county, state or federal fees and permits shall be applied for and paid by the Proposer as necessary. Proposer must provide City with copy(s) of valid licensing by state/county agency for this type of work.

It is the Proposers responsibility to have and maintain appropriate Certificate(s) of Competency and submit state registration (if required) for the work to be performed and valid for the jurisdiction in which the work is to be performed for all persons (including sub-proposers) working on the project for whom a Certificate of Competency is required.

15. NEGOTIATIONS

The City reserves the right to enter into Contract negotiations with the selected Proposer. If the City and the selected Proposer cannot negotiate a successful contract, the City may terminate such negotiations and begin negotiations with the next selected Proposer, reject all proposals or re-advertise the contract. No Proposer shall have any rights against the City arising from such negotiations.

16. LAWS/ORDINANCES

The Proposer shall observe and comply with all federal, state, local and municipal laws, ordinances, rules and regulations that would apply to this Contract. Failure to familiarize himself/herself with applicable laws will in no way relieve him/her from responsibility.

17. ERRORS AND OMISSIONS

The City is not required to accept any request by any Proposer to correct errors or omissions in any calculations or price, after proposal is submitted. Proposals which are incomplete, unbalanced, conditional or obscure or which contain additions not called for, erasures, alterations, or irregularities of any kind or which do not comply with the request for proposals and Instructions to Proposers may be rejected at the option of the City. The City does, however, have the option to waive technicalities and request further information or clarification.

18. WARRANTIES OF USAGE

No warranty is given or implied by the City as to any components listed in this Request for Proposals and are considered to be estimates for the purpose of information only. The City reserves the right to accept all

or any part of the proposal and to increase or decrease locations of Proposers proposal to meet additional or reduced requirements of the City.

19. ASSIGNMENT

Neither party to the Contract shall assign the Contract or subcontract as a whole without the written consent of the other, nor shall the Proposer assign any monies due or to become due to him, without the previous written consent of the City Manager or designee.

20. COLLUSION

The Proposer certifies that its proposal is made without previous understanding, Contract, or connection either with any previous firms or corporations offering a proposal for the same items, or with the City. The Proposer also certifies that its proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

21. CONE OF SILENCE

Notwithstanding any other provision of these specifications, the provisions of City "Cone of Silence" are applicable to this transaction. The entirety of these provisions can be found in the Section 2-11.1 Conflict of Interest and Code of Ethics Ordinance, as set forth in subsection (t) "Cone of Silence," of the Miami-Dade County Code. The "Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or bid, between:

A potential vendor, service provider, proposer, bidder, lobbyist, or consultant; and

The City Council, City's professional staff including, but not limited to, the City Manager and his or her staff, any member of the City's selection or evaluation committee.

The Cone of Silence shall be imposed upon each RFQ, RFP and bid after the advertisement of said RFQ, RFP, or bid. The Cone of Silence shall terminate at the beginning of the City Council meeting at which time the City Manager makes his or her written recommendation to the City Council. However, if the City Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until the meeting at which the Manager's subsequent recommendation is before the City Council.

The Cone of Silence shall not apply to:

- 1) oral communications at pre-bid conferences;
- 2) oral presentations before selection or evaluation committees;
- 3) public presentations made to the City Council during any duly noticed public meeting;
- 4) communication in writing at any time with any City employee, unless specifically prohibited by the applicable RFQ, RFP or bid documents. The proposer shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;

- 5) communications regarding a particular RFQ, RFP or bid between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process for such RFQ, RFP or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- 6) communications with the City Attorney and his or her staff;
- 7) duly noticed site visits to determine the competency of proposers regarding a particular bid during the time period between the opening of bids and the time the City Manager makes his or her written recommendation;
- 8) any emergency procurement of goods or services pursuant to City Code;
- 9) responses to the City's request for clarification or additional information;
- 10) contract negotiations during any duly noticed public meeting;
- 11) communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Please contact the Assistant City Manager at (305) 805-5035 for any questions concerning the Cone of Silence compliance.

Violation of the Cone of Silence by a particular proposer shall render any RFQ award, RFP award or bid award to said proposer voidable by the City Council and/or City Manager.

21. CAMPAIGN FINANCE RESTRICTIONS ON VENDORS

Pursuant to Section 33-01 of the City's code, and Section 2-11.1 of the Miami-Dade County code, vendors of the City are required to disclose any campaign contributions to the City Clerk, and each vendor must do so prior to and as a condition of the award of any City contract to the vendor.

21.1 VENDORS' CAMPAIGN CONTRIBUTION DISCLOSURE

1. General requirements:

- (A) Any vendor required to disclose campaign contributions pursuant to the Charter of the City, as may be amended, shall file a written disclosure with the City Clerk, stating all contributions made that were accepted by an elected official, the official to whom they were made and the date they were made. The City Clerk may develop a form to be used by vendors for such disclosure.
- (B) The disclosure shall be filed prior to and as a condition of the award of any City contract to the Vendor.
- (C) The City Clerk shall inform the Council of any disclosures which were made in relation to any items before the Council prior to the hearing on the item or prior to the award of the contract.

- (D) If an existing vendor makes a contribution, the vendor must report the same to the clerk within ten (10) days of its acceptance or prior to being awarded any additional contract or renewal, whichever occurs first.
- (E) The City Clerk shall file a quarterly report with the Council, which lists all the vendor disclosures in the quarter.

2. Disqualification

- (A) As per Section 33-01 of the City's code, if a Vendor of products or services who directly or through a member of the person's immediate family or through a political action committee or through any other person makes a campaign contribution to a City candidate and fails to disclose it then he/she/it shall be barred from selling any product or service to the City for a period of two years following the swearing in of the subject elected official.

22. LOBBYIST REGISTRATION

Proposers must also comply with all City Charter sections and Code Provisions that pertain to lobbyists, including Section 33-01 of the City Code, adopting Section 2-11.1(s) of the Miami Dade County Code. Please contact the City Clerk at (305) 805-5006 for additional information. Proposers shall complete a "Lobbyist Registration for Oral Presentation" form and all persons listed thereon shall be considered to be registered only for the purposes of the oral presentation, if any. Lobbyists are required to register and pay applicable fees prior to engaging in any other lobbying activity.

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SPECIAL CONDITIONS

1. INSURANCE REQUIREMENTS

Throughout the term of this Contract, Successful Proposer and/or any and all sub-proposers or anyone directly or indirectly employed by either of them shall maintain in force at their own expense, insurance as follows:

1.1 Commercial General Liability

Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Proposer. The General Aggregate Liability limit (except for Products/Completed Operations) shall be in the amount of \$2,000,000.

1.2 Workers' Compensation

Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, sub-proposer or agent of the Proposer shall be allowed to provide Work pursuant to this Contract who is not covered by Worker's Compensation insurance.

1.3 Business Automobile Liability

Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include Owned, Hired, and Non-Owned Vehicles.

1.4 General

Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit and provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above.

Should any required insurance lapse during the Contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Contract, effective as of the lapse date. If insurance is not reinstated, City may, at their sole option terminate this Contract effective on the date of such lapse of insurance.

Liability policies shall be endorsed to provide the following:

- a) Name as additional insured the City and its Officers, Agents, Employees and Council Members.
- b) That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that insurance applies separately to each insured against whom claims are made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

All policies shall be endorsed to provide thirty (30) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:

CITY OF MIAMI SPRINGS
Attention: Risk Manager
201 Westward Drive
Miami Springs, Fl. 33166

The issuing agency shall include full name, address and telephone number in each insurance certificate issued.

Certificates of Insurance, in form and evidencing all required insurance and endorsements, shall be submitted with the Proposers Proposal Package. If Proposer is Successful Proposer, then prior to commencement of Contract, Proposer must submit revised Certificate of Insurance naming the CITY OF MIAMI SPRINGS as additional insured for all liability policies.

1.5 Insurance Company and Agent

All insurance policies herein required of the Successful Proposer shall be written by a company with a A.M. Best rating of AB or better that is duly authorized and licensed to do business in the State of Florida and shall be executed by agents, thereof that are duly licensed as agents in said state.

2. SAFETY

The Successful Proposer shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Job site safety provisions shall conform to U.S. Department of Labor (OSHA) standards and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. The Successful Proposer's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth therein.

The City reserves the right, but is not obligated to make safety inspections at any time the Successful Proposer is on City property and to ensure safety rules are not being violated.

To the extent applicable, the Successful Proposer must also comply with Chapter 487, Florida Statutes. Any items which are delivered from a contract resulting from this Proposal must be accompanied by a Material Safety Data Sheets (MSDS). The MSDS sheets must be maintained by

the user agency and consist of written, electronic, or printed material concerning an agricultural pesticide that sets forth the following information:

- a) The chemical name and the common name of the agricultural pesticide.
- b) The hazards or other risks in the use of the agricultural pesticide, including:
 - 1. The potential for fire, explosions, corrosiveness, and reactivity.
 - 2. The known acute health effects and chronic health effects of exposure to the agricultural pesticide, including those medical conditions that are generally recognized as being aggravated by exposure to the agricultural pesticide.
 - 3. The primary routes of entry and symptoms of overexposure.
 - a) The proper handling practices, necessary personal protective equipment, and other proper or necessary safety precautions in circumstances that involve the use of or exposure to the agricultural pesticide, including appropriate emergency treatment in case of overexposure.
 - b) The emergency procedures for spills, fire, disposal, and first aid.
 - c) A description of the known specific potential health risks posed by the agricultural pesticide, which is written in lay terms and is intended to alert any person who reads the information.
 - d) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

2.1 Occupational Health and Safety

In compliance with Chapter 442, Florida Statutes, any items included in the latest edition of "Florida Substance List" which are delivered from a Contract resulting from this Proposal must be accompanied by a Material Safety Data Sheets (MSDS) The MSDS sheets must be maintained by the user agency and must include the following information:

- a) The chemical name and the common name of the toxic substance.
- b) The hazards or other risks in the use of the toxic substance, including:
 - 1. The potential for fire, explosion, corrosiveness, and reactivity;
 - 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - 3. The primary routes of entry and symptoms of overexposure.

- c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- d) The emergency procedure for spill, fire, disposal, and first aid.
- e) A description in lay terms of the known specific potential health risks posed by the toxic substances intended to alert any person reading this information.
- f) The year and month, if available, that the information was compiled and the name, address, and the emergency telephone number of the manufacturer responsible for preparing the information.

ALL TOXIC SUBSTANCES MUST BE LABELED FOR IDENTIFICATION IN ACCORDANCE WITH OSHA STANDARDS.

3. CARE AND SAFETY

The Proposer shall exercise the greatest of caution and care in servicing each site so as not to be or create a hazard which may affect the health, safety and welfare of users of the site or those surrounding, abutting or passing, and so as not to cause or inflict damage to any portion of the site and the area abutting and surrounding. The Proposer shall be responsible for all damages to persons and/or property occurring in the course of or resulting from his work, and shall be responsible for all repair, restoration, replacement and/or restitution for said damages at the Proposer's sole expense.

4. TRAFFIC CONTROL AND PROTECTION

Maintenance of traffic must conform to the current edition of the Florida Department of Transportation (FDOT) Roadway and Traffic Design Standards Indexes (600 Series), the Standard Specifications for Road and Bridge Construction and the Manuals on Uniform Traffic Control Devices, as a minimum criterion. The Successful Proposer shall be responsible for the plans for traffic control around or through work sites and shall be developed with safety as the primary concern. The plans shall include protection at work site when work is in progress and when operations have been halted (such as during the night). Provisions for the protection of work crews, traffic control personnel, pedestrians and motorists shall be addressed. In all cases the operation plan for traffic control and protection shall include provisions for the following:

- a) Advance warning
- b) Clear view of work site
- c) Roadway delineation
- d) Regulatory information
- e) Hazard warning
- f) Barriers
- g) Pedestrians safety
- h) Access
- i) Location of vehicle and equipment
- j) Night safety
- k) Personnel

- 1) Traffic control and protection devices (see the Florida Department of Transportation Manual on Traffic Controls and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations.)

5. DAMAGES, VANDALISM AND THEFT

In the event the Proposer discovers or is made aware of damages, vandalism or theft at a site specified herein, the Proposer, shall immediately notify the City of same, and shall file a police report of the occurrence.

6. SUB-PROPOSERS

6.1 Sub-Proposers Terms

The Proposer agrees to bind specifically every sub-proposer to the applicable terms and conditions of the Contract Documents for the benefit of the City.

6.2 Sub-Proposers Contract

Written approval by the City Manager or designee will be required, prior to hiring any sub-proposer. All work performed for the Proposer by a sub-proposer shall be pursuant to an appropriate contract between the Proposer and the Sub-proposer.

7. PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Proposer, supplier, subproposer, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

8. DRUG-FREE WORKPLACE PROGRAMS

Preference shall be given to businesses with Drug-Free Workplace programs. Whenever two or more proposals which are equal with respect to price, quality and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached Drug-Free Workplace form certifying that it is a Drug-Free Workplace shall be given preference in the award process.

9. PERFORMANCE BOND

Simultaneous with the delivery of the executed contract to the City, the Proposer shall furnish to the City an executed performance bond in the amount equal to one hundred percent (100%) of the annual base bid amount, as security for the faithful performance of the contract and for the payment of all persons performing labor and/or furnishing materials in connection therewith. It

shall be submitted on forms provided. The condition of this obligation is such that, if the Proposer shall promptly and faithfully perform said contract, make payments to all claimants for all labor and material used or reasonably required for use in the performance of the contract, and shall fully indemnify and save harmless the owner for all costs and damages he may suffer by reason of failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

10. INSPECTION, DIRECTION, AND PAYMENT

10.1 Direction

The work will be conducted under the general direction of the City Manager or designee, and is subject to inspection by his appointed inspectors to insure compliance with the terms of the Contract. No inspector is authorized to change any provision of the specifications without written authorization of the City Manager or designee nor shall the presence of an inspector relieve the Proposer from any requirements of the Contract.

10.2 Maintenance Report

The Proposer must provide a Maintenance Report and submit it to the attention of the Parks and Recreation Director, or designee, within twenty-four (24) hours of completing any work. All work will be inspected by the Parks and Recreation Director, or designee, promptly after receipt of the Maintenance Report form, which must be approved before payment is rendered. Unsatisfactory items will be identified and explained on the form by the Parks and Recreation Director. Forms with comments will be returned to the Proposer. Unsatisfactory items must be corrected by the Proposer within two (2) business days. A failure in the Proposer's responsibility as outlined above will result in a payment withholding.

10.3 Inspection

The City's Parks and Recreation Director, or designee, will make final inspection of the work covered by this Contract when it is completed and finished in all respects in accordance with specifications and must be approved before payment is made. Failure in the Proposer's responsibility as outlined will result in payment withholding until compliance is received and approval granted.

10.4 Payment

Proposer shall submit invoices on or about the first of each month for work completed in the previous month under provision of this Contract. Invoices will be verified by checking them against Maintenance Report forms that were approved for payment during the time period being invoiced. The City shall pay the Proposer pursuant to the Florida Prompt Payment Act.

END OF SECTION

SECTION 300
DETAILED REQUIREMENTS/SCOPE OF SERVICES

1. SCOPE OF SERVICES

The Proposer shall furnish a sufficient number of trained employees for all labor, materials, supervision, equipment, supplies, tools, services, licenses and all other necessary incidentals required to complete the work outlined in this section on all three (3) City owned parks and facilities.

- Stafford Park – 501 East Drive
- Peavy/Dove Park – 750 Dove Avenue
- Prince Field – 343 Payne Drive

Proposers are to ensure proper care is given to each grass type. Proposer is providing bids for maintaining the “Ball Fields” only. These are the areas otherwise described as the large area of ground where sports are played, specifically the part of a field officially marked off for play.

Currently, the “Common Areas”, areas otherwise described as the grounds surrounding the Ball Fields are maintained by our Public Works Department and will continue to be maintained in-house by our Public Works Department.

No maintenance shall be performed on weekends or during holidays unless requested in writing and approved by the Parks & Recreation Department Director or designee.

Special attention shall be given to specified areas prior to national holiday and holiday weekends to ensure that the City is at its best during these times. Proposer will verify that all required maintenance has been properly performed no more than two (2) days in advance of holidays and holiday weekends. Special event sites may require specific days of the week for maintenance.

Proposer must make a written request and receive approval prior to the following: changing any landscape feature(s); making plant/material purchases and/or the performance of any work by sub- proposers. Insurance coverage must be supplied for all sub-proposers prior to work performance.

Proposer will ensure that at least one member of each maintenance crew (preferably the supervisor) speaks English fluently. Proposer shall supply each employee with a uniform shirt with the employees’ name clearly identified, to be worn during working hours. Proposer's employees' clothing must be neat and clean. Proposer shall perform pre-employment background checks on all employees assigned to the City. The employees assigned for night and weekends shall have a state of Florida Level II background check.

Proposers are required to follow the "State of Florida Manual on Traffic Control and Safe Practices." Proposers are responsible for providing all safety gear, equipment and traffic control devices for maintenance personnel.

2. GENERAL REQUIREMENTS

All City parks and fields listed in this section (*Attachment “A”*) shall be maintained according to the following standards for litter control, mowing, edging, weeding, aerification, insect/rodent control, vericutting/topdressing, fertilization, herbicides/pesticides and shrub pruning. The following is a detailed

listing of general requirements that must be included in base bid unless specified as a “separate billing” item:

- 2.1 To provide experienced personnel under competent supervision to perform all labor required by this Contract in a safe and workmanlike manner.
- 2.2 All equipment shall be maintained in an efficient and safe operating condition while performing work under the contract. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the City may direct the Proposer to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the City. The Proposer shall be responsible and liable for injury to persons caused by the operation of the equipment.
- 2.3 The President / Chief Operating Officer of the contracting firm must be available to attend monthly meetings with the Parks and Recreation Director or designee.
- 2.4 To provide a written schedule of planned grounds maintenance activities in advance of the first day of each month.
- 2.5 To promptly notify the Parks and Recreation Director or designee of any evidence of pest infestation in any City Park. Proposer shall be responsible for all related costs (labor and applicable treatment chemicals) corrective measures, required to eradicate problem.
- 2.6 The Proposer will be responsible for replacement of any sprinkler heads damaged by mowing cycles. Replacement of sprinkler heads shall be compatible to existing system. Any other damage to lines, valves or other components caused by the Proposer shall be the sole responsibility of the Proposer to repair or replace with identical parts and in a timely manner.
- 2.7 The proposer will be responsible for maintaining all designated paths and sidewalks, clear of any litter and other debris.
- 2.8 Any damages to the road, facilities, sewers, utilities, irrigation system, plant material or vegetation caused by the Proposer shall be repaired at the expense of the Proposer to the satisfaction of the City. Failure to restore said damages within two (2) business days following notification shall result in a deduction from the next invoice of the City’s expenses incurred by the City for labor, material, or equipment to restore the property to its original condition.
- 2.9 The proposer, or an employee of the proposer approved by the City, must be on 24-hour call, at all times via cell phone or two-way radio. The proposer must provide the City, at no cost, one (1) such device throughout the duration of the contract or be compatible with the City’s existing communication system.
- 2.10 The Proposer shall purchase sufficient magnetic signs, as directed by the Parks and Recreation Director or designee, which shall be placed on all vehicles performing work within the City (two signs per vehicle).
- 2.11 The proposer shall remove litter from all City parks and parking lots on the same days, as mowing cycles.

- 2.12 Shrubs and ground cover material, located on maintenance areas and park Monument sign(s), shall be pruned a minimum of once per month to ensure the best shape, health and character of the individual plant. Mechanical trimming may only be utilized when the health or appearance of the plant will not be damaged by the mechanical trimmers. Ground cover plants shall be selectively cut back to encourage lateral growth and kept in bounds and out of other plantings, walkways, lighting, or other structures.
- 2.13 Proposer will be responsible for removing any litter, leaves, palm fronds, down branches, down pods/fruits, or other material from sidewalks, and/or shared use paths.
- 2.14 Proposer shall be responsible for the placement of new sod and/or seeding of athletic fields and common areas, as identified by the Parks and Recreation Director or designee. The labor and all material cost for the new sod shall be paid for separately on a per "Work Order" basis.

3. MOW, EDGE, TRIM AND CLEAN

- 3.1 All mowers will be equipped with catching devices, rear discharge capability or no discharge ("mulching" type).
- 3.2 All turf areas will be cut to an even and uniform height consistent with accepted horticultural standards for southern turf types.
- 3.3 All sidewalks, inside curb edges, driveways, tree rings, landscape bed areas will be machine edged with each mowing cycle. Care will be taken to prevent "edging away" of the turf. All crack and crevice vegetation shall be removed as required.
- 3.4 Line trimming shall be done with each mowing cycle around all fixed objects exposed in the turf, including but not limited to irrigation devices, trees, poles/posts and other fixtures common in such settings. Damage to trees, lawns and/or facilities by virtue of careless or excessive line trimming will not be tolerated. The Proposer shall be liable for the repair and/or replacement and/or liquidated damages at the City's discretion for any such damage.
- 3.5 All litter and/or debris shall be removed from the turf area(s) prior to the commencement of the mowing cycle.
- 3.6 All grounds maintenance debris generated by the mowing operations shall be removed away from the service area, by vacuuming or raking or other similar means, on the same day.
- 3.7 Mowing of wet grass shall be avoided when possible.
- 3.8 Mowing will not be performed when weather or other conditions will result in damaged turf.
- 3.9 Mowing shall be performed in a manner that insures a smooth surface appearance without scalping or leaving any missed uncut grass.
- 3.10 Grass clippings or debris caused by mowing will be removed from the adjacent sidewalks, bike paths, gutters and curbs, or surfaces on the same day as turf is mowed.
- 3.11 Mowing shall be done carefully so as not to "bark" trees or shrubs, intrude into ground cover beds, damage sodded areas, or cause damage to sprinkler heads, valves, manifolds, time clocks, curbs, or other facilities.

3.12 All mowing, edging and trimming of affected areas will be performed simultaneously.

4. GARDENING

4.1 All hedging material will be trimmed evenly.

4.2 All other shrubbery, ferns, flowers and formal plants will be pruned or sheared to conform with accepted horticultural standards and so as to promote flowering and general plant vitality.

4.3 All plant material will be kept from encroaching on Park Facilities, signage and/or light fixtures.

4.4 All vegetative trimmings and debris shall be removed from the bedding areas with each mowing cycle.

5. WEED MANAGEMENT

5.1 All bedding areas shall be mechanically cultivated as necessary to maintain a weed free bedding.

5.2 All tree rings and landscape beds shall be weeded manually and/or chemically as deemed appropriate by the Proposer, once approved by the City Parks and Recreation Director or designee, in order to provide a weed free environment. All chemical applications must be made in conjunction with an appropriate spray indicator dye.

5.3 Turf weeding shall be Proposer's responsibility.

5.4 All sidewalks, bike shared-use paths, and curbs maintained through this Contract will be treated properly for weeds.

5.5 All exterior equipment to include but not limited to air conditioning equipment, etc., will be treated for weeds to prevent any encumbrance which might affect equipment performance.

5.6 The Proposer shall not use hula hoes, scuffle hoes or related tools that may damage surface roots, plant items, stems and trunks.

6. LITTER

6.1 All grounds maintenance debris shall be removed from the City Parks parking lots, sidewalks, bike shared-use paths, and facility grounds immediately following each mowing cycle.

6.2 Excessive leaf accumulation in turf areas that may inhibit turf quality or appearance will be removed as part of this Contract.

6.3 Storm drainage inlets shall be cleaned of any litter and protected during mowing operations.

6.4 All litter and debris shall be removed from sod and shrub beds before mowing cycles to avoid shredding and/or damage to persons or property by propelled rocks, cans, or other foreign objects.

7. OTHER

The Proposer will not be responsible or liable for the condition of the landscape due to:

- 7.1 Drought
- 7.2 Freeze
- 7.3 Storm damage
- 7.4 Other acts of nature

8. IRRIGATION

- 8.1 The Proposer will provide a monthly Inspection Report of the irrigation system in operation.
- 8.2 The monthly inspection will include the following items:
 - Monthly inspection of all zones
 - Wet Check - to confirm proper coverage and operation
 - Repair and unclog sprinkler heads
 - Log the usage of water
 - On Call service for damaged sprinkler heads
- 8.3 The following repair items will be “billed separately” and as needed on a labor plus material basis, upon written request/approval:
 - Replace damaged and or missing sprinkler heads (per unit item)
 - Repair damaged lateral and main lines (per linear foot)
 - Replace nozzle (per unit item)
 - Repair riser pipe (per unit item)
 - Irrigation Technician per hour (per unit item)

9. MOWING:

Mowing wet grass shall be avoided when at all possible. Mowing will not be done when weather or conditions will result in damaged turf. Mower blades must be kept sharp so that the cut grass edge is clean and not torn or ragged. The City reserves the right to require the Proposer to upgrade mowing equipment that does not perform to the standards as set forth herein. Mowing patterns shall be changed frequently to avoid unnecessary wear, rutting, etc. Mowing cycles shall be performed in a manner that insures a smooth surface appearance without scalping or leaving any missed uncut grass. Grass clippings or debris caused by mowing cycles shall be removed from the adjacent walks, drives, paths, gutters, curbs or other surfaces on the same day as turf is mowed.

Clippings, mulch or other plant debris must be prevented from entering water features or drains and shall be removed in such a way as to not cause drift into roadways or adjacent properties. In the event that this occurs, the materials shall be removed immediately. Mowing shall be done carefully so as not to "girdle" trees or shrubs, intrude into ground cover beds, damage sodded berms, or cause damage to sprinkler heads, valves, manifolds, time clocks, curbs, or other facilities.

Should any of the above listed damage occur, the Proposer shall be held financially responsible for the replacement or repair within 48 hours of the damage occurring. In addition, the Proposer will be responsible for repair or replacement of any damage caused by Proposer's vehicles within 48 hours of the damage occurring. Mowing cycles may be increased or decreased due to climatic factors or as determined by the City's Parks & Recreation Director or designee.

9.1 Mowing-Specifics:

St. Augustine & Bahia Grass: Mow only with a rotary mower a minimum of once per week during the growing season of April 15 through October 15 and once every two (2) weeks from October 15 to April 15 for a total of forty (40) cuts per year. The cutting height shall be a minimum 2 ½" to a maximum 3" above soil level. All mowers must be adjustable and adjusted to the proper cutting height and level for the kind of grass and current condition of turf mower blade height adjustment is to be measured from a level floor surface to the parallel and level plane of the mower blade.

Bermuda Grass (Athletic Fields): Mow only with a reel type mower a minimum of twice per week during the growing season of March 1 through October 31 and once every week from November 1 to February 28 for a total of eighty (87) cuts per year. The cutting height shall be a minimum ¾" to a maximum 1" above soil level. One annual application of overseeding with a rye grass blend shall be included. All mowers must be adjustable and adjusted to the proper cutting height and level for the kind of grass and current condition of turf.

10. EDGING AND CLEAN-UP:

Proposer shall trim and properly edge all shrubs and flower beds as well as tree rings, curbs, walks, lighting and all other obstacles in the landscape and remove clippings. Paved areas (hard edges) and beds and tree rings (soft edging) shall be edged every mowing with respect to the turf type adjacent to the edging. Damage to property or existing vegetation caused by improper trimming or edging shall be repaired or replaced within 48 hours. All sidewalks, pathways, and other paved areas shall be vacuumed, swept or blown off while the mowing, edging or trimming is in process so that the appearance suffers for the least amount of time. Landscape lighting shall be wiped, blown off or vacuumed as needed to prevent accumulation of clippings and dead insects. Landscape areas shall be raked and cleaned of clippings, leaves, sticks, twigs and all litter after each mowing cycle.

11. TURF AREA(S) - WEED CONTROL:

Weeds are to be removed from turf areas as part of turf care operations. Weeds are to be manually or chemically removed from shrubs, hedges, ground cover and/or flower beds and tree rings. Weeds are to be removed from sidewalks, pathways, pavers, curb and gutter expansion joints, along fence lines and cement noses of concrete medians with each mowing. Proposer will use weed and feed products for killing weeds in St. Augustine grass. Proposer will use glyphosate based herbicide (i.e., Round-Up) when spraying gutters, cement medians, pavers and other paved areas.

12. SHRUBS, TREES AND PALMS MAINTENANCE:

Shrubs and ground cover material shall be pruned a minimum of once per month to ensure the best shape, health and character of the individual plant. Shrubs and hedges shall be trimmed wider at the base and narrower at the top. Mechanical trimming may only be utilized when the health or appearance of the plant will not be damaged by the mechanical trimmers. All trimming will be accomplished in accordance with standard practices using mechanical hedge trimmers. Machetes will not be permitted for any operation. Ground cover plants shall be selectively cut back to encourage lateral growth and kept in bounds and out of other plantings, walkways, lighting, etc. Pruning shall also be required from time to time to remove damaged branches from storms, disease or when blocking sight distances, etc.

On trees known to be diseased, disinfect tools after each cut and between trees. Pruning shall include the following items:

- Dead, dying or unsightly part of the tree/shrub
- Sucker growth from the base of trees in which an exposed trunk character is desired
- Branches that grow toward the center of the tree
- Crossed branches that may rub together
- "V" crotches, if it does not ruin the appearance of the tree
- Multiple leader if the tree normally has a single stem
- Nuisance growth that interferes with the view, traffic signage, walks or lighting (Nuisance growth includes the removal of all dangerous thorns, spikes or appendages which show potential conflict with people)
- Shape the top of small trees as needed, and all branches, dead wood and cuttings shall be removed from the job site at the time of pruning and disposed of in a manner acceptable to the City.

All lawn and shrub areas damaged by pruning equipment shall be restored to the City's satisfaction and at the Proposer's expense within 48 hours of the damage occurring.

13. CHEMICAL PEST AND DISEASE MANAGEMENT:

13.1 Application of Pesticides:

The Proposer shall control or eradicate infestations by chewing or sucking insects, leaf miners, fire ants and other pests and diseases by spraying affected plants with chemical sprays and combinations of sprays suitable for that particular pest when the infestation or infection becomes evident and as often thereafter as necessary, upon written approval by the City. Failure to do so shall make the Proposer financially responsible for replacement materials. The Proposer shall be fully licensed to spray pesticides, and shall use sound cultural practices that aid in preventing the presence or proliferation of insects and diseases. Proposer shall provide copies of current State of Florida pesticide applicator's license with proposal documents. One blanket application of insecticide in granular form shall also be included for all turf areas on an annual basis. Proposer shall provide all labor, equipment and pesticides necessary for each application.

Insects in Bermuda grass shall be controlled by both curative and preventive measures. Timing shall be critical on mole cricket applications, and frequencies of application shall be as needed to successfully control their infestations. Nematode samples shall be taken at least two (2) times per year and submitted to the County Cooperative Extension Service. Action shall be taken per the recommendation of the IFAS lab results to control the populations. This lab report shall be submitted to the Parks and Recreation Director or designee for review as soon as it is received.

13.2 Application of Herbicides:

The Proposer shall apply, upon written approval by the City, various herbicides by means of spray type devices to aid in the control of unwanted weeds and vegetation throughout the City owned parks once a month. All applications shall be performed by persons holding a valid herbicide application license as issued by the State of Florida. All applications shall be done in accordance with the herbicide manufacturer's recommended rates and all applicable Federal, State, County and City regulations. The Proposer shall exercise extreme care so as not to overspray and affect areas

not intended for treatment. Areas adversely affected by such overspray shall be restored to the City's satisfaction and at the Proposer's expense. Proposer shall contact the Parks and Recreation Director, or designee, at least fourteen (14) days prior to application of any herbicides.

13.3 General Use of Chemicals:

A copy of a current Florida Certified Pesticide Applicator License must be submitted to the City with the proposer's response. Proposer must provide material safety data sheets (MSDS) for all proposed chemicals. The City reserves the right to limit the types of all chemicals used on City Park Facilities including sole authority for the approval or denial of specific brands and types of chemicals. Records will be kept and retained, as prescribed by law for the use of all pesticide operations including, but not limited to, dates, times, methods of applications, chemical formulations, applicators' names and weather conditions. Copies of all records will be submitted to the Parks and Recreation Director or designee upon completion of each application.

Chemicals shall be applied, upon written approval by the City, when air currents are still, using methods for the prevention of chemical drift onto adjacent properties and the prevention of any toxic exposure to all persons and animals.

Any and all soil, sod, and/or plants contaminated by chemical misuse will immediately be removed and replaced to the City's satisfaction and at the Proposer's expense. After each application, the appropriate signs shall be placed on the fields and shall be removed in accordance with the chemical products recommendation standards.

The proposer shall keep records of applications as prescribed by law for the use of all pesticides and herbicides by keeping logs stating dates, times, methods of applications, chemical formulations, applicators name and weather conditions. The proposer shall provide labels and MSDS (Material Safety Data Sheets) for all products used on the fields.

14. MULCH:

Shredded mulch shall be added to all City Park planting beds and tree rings one (1) time per year in the fall. Mulch shall be applied to a minimum thickness of two inches (2"). Beds will be cleared of all weeds before new mulch is applied. Mulch must not contact stems, branches and/or trunks as this may cause damage to plant materials. Mulch must be kept clear of valve boxes, water meter boxes and any other irrigation components. Mulch will be provided at the Proposer's expense and included in the base bid.

Wood fiber mulch shall be provided for all playground's and exercise areas with existing mulch. Playgrounds include, but are not limited to Stafford park, Peavy/Dove Park, and Prince Field. Playground mulch to be added to a depth, consistent with industry standards. Mulch is to be added once a year to all playgrounds and exercise equipment areas with existing playground mulch.

15. IRRIGATION:

The Proposer shall be responsible for the operation and maintenance of the existing irrigation systems (Stafford Park, Peavy/Dove Park, Prince Field), and for setting and adjusting the time clocks to ensure proper watering of all plant material, turf and landscaping.

The Proposer shall be responsible for the labor and supervision to make irrigation repairs to pumps, valves, main lines, lateral lines, risers and sprinkler heads as required to keep the system operating.

The Proposer shall have thirty (30) days from the start of the performance of this Contract to inspect the irrigation system and report existing damage or incorrect operation and coverage to the City. The Proposer shall make repairs as approved by the City within thirty (30) days of the date of the inspection report. After this initial inspection report and initial repairs are made, the Proposer shall be responsible for the integrity of the entire system, excluding pump and time clock repair or replacement, the cost of which shall be borne by the City, repairs will be authorized by the Parks and Recreation Director or designee, or for damages caused by anything other than normal wear and tear.

Irrigation time clocks shall be checked at least once per month or as may be required. The Proposer shall, at least twice per month, fully operate all the irrigation zones and replace, repair or clean all irrigation heads, lines, valves, valve boxes and controllers as needed. Any equipment damaged by the Proposer's operation shall be replaced at the Proposer's expense with the same equipment and by the same manufacturer within 48 hours unless otherwise approved by the Parks and Recreation Director or designee.

The irrigation system shall be capable of providing 1 ½" of water to all turf and shrub beds each week or as required to provide for a uniform lush green landscape appearance. The system shall be adjusted during the various seasons. The Proposer shall be required to make all repairs within a minimum 48-hour time period or sooner if directed by the Parks and Recreation Director or designee. Any form of damage to the irrigation system must be reported to the Parks and Recreation Director, or designee, immediately upon discovery.

Irrigation must be performed as necessary during periods of little or no rainfall using the automatic irrigation system and any supplemental watering necessary to apply the proper amount of water to keep the plant material in optimum health. Supplemental watering may require a large portable watering tank, impact sprinklers or additional hose to be supplied by the Proposer.

A written irrigation schedule shall be provided by the Proposer to the Parks and Recreation Director or designee. The Proposer shall be responsible for controlling the amount of water used for irrigation and any damage that results from over-watering or insufficient watering shall be repaired to the satisfaction of the City and at the expense of the proposer.

16. PARK FACILITY MAINTENANCE:

16.1 Playgrounds (Stafford park, Peavy/Dove Park, Prince Field):

On the same schedule as litter and debris control, all playground facilities will be maintained as follows:

Remove any and all litter, debris, leaves, trimmings, glass, etc., from the play area. Blow off playground surface area on a daily basis. Remove any weeds and/or grasses within sand/mulch area and rake sand/mulch to uniformity, ensuring a proper depth of twelve (12) inches; special care will be taken at and around footings/landings. Any problems noted, i.e, lack of sufficient ground cover (sand/mulch) or damage to equipment, will be reported to the Parks and Recreation Director or designee immediately.

16.2 **Maintenance of All Park Monument Signs:**

The proposer shall be responsible to maintain park monument signs, to include removal of any weeds, and any materials which cover the monument signs.

17. AERATION: VERTICUTTING AND TOPDRESSING OF ATHLETIC FIELDS:

Verticutting and topdressing of athletic fields to provide proper air and water exchange for maximum growth potential and health of the Bermuda grass shall be performed as follows:

- Core aeration a minimum of four (4) times per year;
- Verticutting - Spiking (slicing) once per year;
- Topdressing two (2) times per year in conjunction with Spring and Fall aeration schedules.

The topdressing material shall be a mixture similar to the profile of the soil below the turf as determined by soil analysis and approved by the Parks and Recreation Director or designee. Application should be medium silica sand to provide coverage of ¼" of topdressing sand to fill divots and assist in leveling of the fields. Minimum of 25 tons per acre. The Proposer shall submit a proposed schedule for these services to the Parks and Recreation Director or designee for prior approval. Some flexibility for aeration and/or top dressing of fields must be coordinated to coincide with existing league schedules.

18. FERTILIZATION OF ATHLETIC FIELDS:

All fertilizers used shall be a commercial grade product and recommended for use on each plant or grass type. Specific requirements should be determined by soil test results, soil type and the time of year. All commercial fertilizer applicators shall apply fertilizers in accordance with the Florida Department of Environmental Protection through the University of Florida/ institute of Food and Agricultural Sciences Extensions "Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries". Proposer **must** provide and show certificate of completion. Applications shall proceed continuously once begun until all areas have been completed. In the event fertilizer is thrown on hard surfaces, it shall be removed immediately to prevent staining. Proposer shall have the soil tested a minimum of three (3) times yearly to determine required additives, and more often if necessary, to diagnose problem areas. Copies of all soil sample results shall be provided to the Parks and Recreation Director or designee upon receipt from the lab.

18.1 Augustine Grass:

St. Augustine turf shall be fertilized four (4) times per year at a rate of one (1) lb. of N per 1000 square feet. The N:P:K ratios shall vary with the time of year of the application and results of soil analysis. Cost to be included in proposer's base bid. The approximate N:P:K ratios should be:

- One (1) application of a 5:0:1 ratio with a post-emergent weed control.
- One (1) application of a 10:0:2 ratio with insecticide
- One (1) application of a 3:0:3 ratio
- One (1) application of a 5:0:1 ratio

18.2 Bermuda Grass:

Bermuda turf shall be fertilized sixteen (16) times per year at a rate of one (1) lb. of N per 1000 square feet. The N:P:K ratios shall vary with the time of year of the application and the result of the soil analysis. Cost to be included in proposer's base bid. The approximate N:P:K ratios should be:

- Four (4) applications of a 4:0:2 ratio
- Four (4) applications of a 4:0:7 ratio
- Four (4) applications of a 2:0:1 ratio
- Four (4) applications of a 3:0:3 ratio

18.3 Shrubs & Ground Cover:

The fertilizer for all planted shrubs and ground cover shall meet appropriate horticultural standards with an N:P:K ratio of 3:0:2 unless soil conditions or plant species dictate differently. Cost to be included in proposer's base bid. At least 60% of the nitrogen must be from a non water-soluble organic source.

18.4 Trees & Palms:

The fertilizer for all the planted trees shall meet proper horticultural standards with an N:P:K ratio of 4:0:4 unless soil conditions or plant species dictate differently. At least 60% of the nitrogen must be from a non-soluble source. Concentrated slow-release fertilizer tablets may be used on trees if approved by the Parks and Recreation Director or designee. Trees and palms shall be fertilized twice yearly, during spring and fall, in the following amounts: one (1) pound of fertilizer per inch of tree diameter, but no more than eight (8) pounds of fertilizer per tree. The Proposer shall establish a program that will fertilize all trees and palms, describing the type of fertilizer required for each type of plant and the time of year this work will be undertaken. The fertilization schedule shall be provided to the Parks and Recreation Director or designee not less than one (1) month prior to application. Cost to be included in proposer's base bid. Any trees damaged by over-fertilization or by the use of the wrong type of fertilizer shall be replaced at the Proposer's expense. Changes in fertilization rates, methods and composition must be **approved** in writing by the Parks and Recreation Director or designee.

19. SCHEDULING:

Proposer shall provide each month's maintenance schedule no later than the last week of the preceding month. The Parks and Recreation Director or designee must be notified a minimum of five (5) days in advance of any change in schedule. The City reserves the right to adjust Proposer's maintenance schedule.

The maintenance schedules shall denote all tasks to be performed, including annual, bi-annual, quarterly and monthly work. All work will be inspected following scheduled maintenance. The cost of any task not performed or performed incompletely will be deducted from the invoice from which it is billed. Proposer will be provided with inspection reports upon request.

20. HOURS OF OPERATION:

All work will be performed between the hours of 7:00 AM to 7:00 PM, Monday through Friday, including observed holidays. Work performed at any other hours will require prior written approval from Parks and Recreation Director or designee.

21. INVOICING THE CITY:

Proposer shall submit a monthly invoice on the first of each month, itemizing all work performed the previous month. The cost of any task not performed or performed incompletely will be deducted from the invoice from which it is billed.

22. PERFORMANCE STANDARDS:

Delays shall not be tolerated and may result in contract cancellation.

Should services be delayed beyond the time deemed by the Parks and Recreation Director or designee to be detrimental, it is understood and agreed that the same type of service may be provided by another vendor as stipulated herein and all costs incurred on behalf of the City will be charged to the awarded vendor and deducted from any payment otherwise due and payable.

23. PROPOSER'S REPRESENTATIVE:

Proposers must submit, upon execution of contract, the contact information (name, address and phone numbers, including cell phone numbers) of person(s) to be contacted for placing an order and coordination of services. Contact information for regular hours, after hours, weekends and holidays must be included.

24. REQUIRED EQUIPMENT:

Proposer must have sufficient numbers and types of trucks, tractors, mowers, edgers, hedgers, trimmers, sprayers, attachments, etc. to handle the work load. An equipment list must be submitted along with the proposal.

25. ADDITIONAL SERVICES:

25.1 Additional Work/Installations:

Turf renovations may be required from time to time if conditions warrant such a procedure and will be performed at an extra charge. Conditions which warrant renovation include areas thinned out; damaged turf resulting from natural burnout, traffic; any area which has become noticeably depressed below the average grade of the other turf; or if the area becomes unsightly. Proper watering, fertilization and pest management shall be critical during and after renovation. Any irrigation damaged because of turf renovation shall be repaired to the City's satisfaction and at the Proposer's expense. The Proposer shall notify the Parks and Recreation Director or designee in writing of any major turf renovations needed prior to commencement.

25.2 Materials-Percentage Above Vendor Cost:

Proposals for parts and supplies shall be submitted on a percentage above vendor cost. Evidence of said costs shall be submitted with invoice, for each repair or service call. Proof of costs shall be printed, properly identified and dated as to issuance and effectiveness.

25.3 Hourly Rate- Services Beyond Detailed Specifications/ Scope of Services:

The hourly rate quoted shall include full compensation for labor, equipment use, travel time, and any other cost to the proposer. This rate is assumed to be at straight time for all labor, except as otherwise noted. Hourly labor rates are specified as follows:

A. **Hourly Labor Rate I:** Hourly rate for straight time repairs, i.e., from 7:00 AM to 7:00 PM, Monday through Friday (rate is to include labor and travel, parts are not included).

B. **Hourly Labor Rate II:** Hourly rate for overtime repairs, i.e., before 7:00 AM or after 7:00 PM, or on weekends or holidays, (rate to include labor and travel, parts not included).

26. LOCATIONS

The following locations (Numbers 1 through 3) require “PARK GROUNDS MAINTENANCE SERVICES”. The City reserves the right to add properties to or delete properties from this list and its sole discretion.

| No. | Property Name | Address | Folio Number | No. of Acres |
|--------------------|------------------|-----------------------------------|------------------|--------------|
| 1 | Prince Field | 101 Apache Street | 05-3024-004-1190 | 3.48 |
| 2 | Stafford Park | 501 East Drive (489 East Drive) | 05-3120-000-0350 | 10.46 |
| 3 | Peavy/Dove Field | 750 Dove Avenue (751 Dove Avenue) | 05-3013-001-0960 | 24.22 |
| Total Acres | | | | 38.16 |

Although, an approximate acreage has been furnished each respondent is responsible for determining all factors necessary for the submission of a comprehensive response to the RFP. This includes, but is not limited to, measuring each field, if necessary, to determine your proposed fees for services.

[SPACE LEFT INTENTIONALLY BLANK]



Prince Field
343 Payne Drive

Legend

Prince Field Athletic Field

Google earth

©2015 Google

300 ft



Stafford Park
501 East Drive

Legend

Stafford Park Athletic Field

Google earth

©2015 Google

400 ft



SECTION 400
PROPOSAL PACKAGE



CITY OF MIAMI SPRINGS
RFP # 04-19/20
PARKS GROUNDS MAINTENANCE SERVICES

PROPOSALS ARE DUE ON:

October 6th, 2020 by 2:30 PM

TO: WWW.DEMANDSTAR.COM VIA E-BIDDING

THIS PROPOSAL SUBMITTED BY:

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____ **FAX:** _____

EMAIL: _____

CITY OF MIAMI SPRINGS
RFP 04-19/20
PARKS GROUNDS MAINTENANCE SERVICES

Proposer has attached all documents listed in the checklist as provided and any other pertinent information.

| CHECK LIST | FORMS ATTACHED | |
|--|-----------------------|----------|
| E-Bid Package: One (1) original hardcopy or one (1) electronic copy of entire bid response | Yes_____ | No_____ |
| Proposal Confirmation | Yes_____ | No_____ |
| Proposal Cost | Yes_____ | No_____ |
| Equipment List | Yes_____ | No_____ |
| Scope of Services/Plan | Yes_____ | No_____ |
| Proposer's Qualifications | Yes_____ | No_____ |
| Proposer's References | Yes_____ | No_____ |
| Indemnification Clause | Yes_____ | No_____ |
| Non-Collusive Affidavit | Yes_____ | No _____ |
| Drug-Free Workplace Form | Yes_____ | No_____ |
| Sworn Statement on Public Entity Crimes | Yes _____ | No _____ |
| Exception to the Request for Proposals | Yes_____ | No_____ |
| Bid Bond | Yes_____ | No_____ |
| Performance Bond | Yes _____ | No _____ |
| Addendum Acknowledgement Form | Yes _____ | No _____ |
| Anti-Kickback Affidavit | Yes _____ | No _____ |
| Proof of Insurance | Yes _____ | No_____ |
| Contract | Yes _____ | No _____ |
| Valid License (including appropriate Pesticide Application Certificate) | Yes_____ | No_____ |
| MSDS Sheets and Chemical Applications | Yes_____ | No_____ |

Note: Although the foregoing is intended to provide a complete list of all bid requirements and submittals, the City's failure to include any bid requirements or submittals therein, shall not constitute a waiver of any Bid/RFP requirements for any proposer.

CITY OF MIAMI SPRINGS
RFP 04-19/20
PARKS GROUNDS MAINTENANCE SERVICES

PROPOSAL CONFIRMATION

In accordance with the requirements to provide PARKS GROUNDS MAINTENANCE SERVICES, RFP #04-19/20, the undersigned submits the attached proposal.

The initial Contract shall be for one (1) year with an "option" to renew annually not to exceed a maximum of four (4) years subject to appropriation of funds for the budget year applicable. At its sole discretion, the City shall have an option to renew this Agreement upon the same terms and conditions for up to four (4) additional years (the "Option"). This Option may be exercised at the sole discretion of the City Manager. Such extension shall be effective upon receipt of a written notice from the City Manager to the Proposer received no later than 30 days prior to the date of termination.

Proposer has examined the site and locality where the work is to be performed and is fully aware of the scope of work based on these requirements, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigation as Proposer deems necessary.

This proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham proposal; Proposer has not solicited or induced any person; firm or a corporation to refrain from proposing and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over Owner.

The Proposer shall acknowledge this Proposal by signing and completing the spaces provided. I hereby submit this Proposal Package for PARKS GROUNDS MAINTENANCE SERVICES, RFP #04-19/20 to the CITY OF MIAMI SPRINGS with the full understanding of the Request for Proposal, General and Special Conditions and Detail Requirements and the entire Proposal Package.

Proposer's Name

Signature

Date

State of: _____

County of: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____

_____, who is (who are) personally known to me or who has produced _____

_____ as identification and who did (did not) take an oath.

Notary Public Signature

Commission Number: _____

Notary Name, Printed, Typed or Stamped

My Commission Expires: _____

CITY OF MIAMI SPRINGS
RFP 04-19/20
PARKS GROUNDS MAINTENANCE SERVICES
PROPOSAL COST

BASE PRICE FOR WORK PERFORMED UNDER SECTION III-

DETAILED REQUIREMENTS/ SCOPE OF SERVICES

(PER YEAR) \$ _____

TOTAL BID PRICE (IN WORDS):

HOURLY LABOR RATE I: \$ _____

HOURLLY LABOR RATE II: \$ _____

OPTION TO RENEW:

Taxpayer Identification Number: _____

Proposer: _____
Company Name

Signature of Authorized Representative

Printed Name and Title

EQUIPMENT LIST

(TYPE, CONDITION, YEAR, ETC.)

[illegible]

CITY OF MIAMI SPRINGS
RFP # 04-19/20
PARKS GROUNDS MAINTENANCE SERVICES
43 of 88

SCOPE OF SERVICES / PLAN

[illegible]

END OF SECTION

CITY OF MIAMI SPRINGS
RFP # 04-19/20
PARKS GROUNDS MAINTENANCE SERVICES
SECTION 500
PROPOSER'S QUALIFICATIONS

This section of the proposal should give a description of the firm, including the size, range of activities, and the number of years with relative experience with large accounts. Particular emphasis should be given as to how the firm-wide experience project will be brought to bear on the proposed project.

This section must also identify the contact person and telephone number.

Note: Additional sheets may be attached if necessary.

CITY OF MIAMI SPRINGS
RFP # 04-19/20
PARKS GROUNDS MAINTENANCE SERVICES

PROPOSER'S QUALIFICATIONS

NOTE: This statement of Proposers Qualifications **must** be completely filled out, properly executed and returned as part of your proposal.

1. List the true, exact and proper names of the company, partnership, corporation, trade or fictitious name under which you do business and principals by name and titles:

Name of Company: _____

Address: _____

Principals: _____ Titles: _____

2. a. Are you licensed, as may be required, in the designated area(s) of Miami-Dade County, Florida?

Yes _____ No _____

- b. List Principals Licensed:

Name(s): _____ Title: _____

Remarks: _____

3. How long has your company been in business and so licensed? _____

4. If Proposer is an individual or a partnership, answer the following: _____

- a. Date of organization: _____

CITY OF MIAMI SPRINGS
RFP # 04-19/20
PARKS GROUNDS MAINTENANCE SERVICES

PROPOSER'S QUALIFICATIONS (CONTINUED)

b. Name, address and ownership units of all partners:

c. State whether general or limited partnership: _____

If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals.

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

a. Under what other former names has your organization operated?

7. a. Has your company ever failed to complete a bonded obligation or to complete a Contract?

Yes _____ No _____

CITY OF MIAMI SPRINGS
RFP # 04-19/20
PARKS GROUNDS MAINTENANCE SERVICES

PROPOSER'S QUALIFICATIONS (CONTINUED)

If so, give particulars including circumstances, where and when, name of bonding company, name and address of owner and disposition of matter:

8. a. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

- b. State the name of the individual(s) and titles that will have personal supervision of the work:

9. List name and title of persons in your company who are authorized to enter into a Contract with the City for the proposed work should your company be the Successful Proposer.

Name _____

Title _____

Phone #: _____

Email: _____

CITY OF MIAMI SPRINGS
RFP # 04-19/20
PARKS GROUNDS MAINTENANCE SERVICES

PROPOSER'S QUALIFICATIONS (CONTINUED)

The undersigned guarantees the authenticity of the foregoing statements and does hereby authorize and request any person, firm or corporation to furnish any information requested by the CITY OF MIAMI SPRINGS, Florida to verification of the recitals comprising this statement of the Proposers qualifications. **DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE PROPOSERS QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.**

Date: _____

Signature

Print Name

Company

Title

If Corporation (Seal) If Individual or Partnership, two Witnesses are required:

Witness

Witness

Respectfully submitted

(CORPORATE SEAL)

Company - Proposer

CITY OF MIAMI SPRINGS
RFP # 04-19/20
PARKS GROUNDS MAINTENANCE SERVICES
PROPOSER'S QUALIFICATIONS (CONTINUED)

ATTEST:

Secretary

By _____ (Seal)
President

Witness

Proposer Signature

END OF SECTION

CITY OF MIAMI SPRINGS
RFP # 04-19/20
PARKS GROUNDS MAINTENANCE SERVICES
SECTION 600- REFERENCES

The following is a list of at least four (4) references that Proposer has provided similar service in the past ten (10) years. **Government agency references are preferred excluding City of Miami Springs.**

1. Name of Firm, City, County or Agency: _____
Address: _____
Contact: _____ Title: _____ Telephone : (____) _____
Location: _____ Scope of Work: _____

2. Name of Firm, City, County or Agency: _____
Address: _____
Contact: _____ Title: _____ Telephone : (____) _____
Location: _____ Scope of Work: _____

3. Name of Firm, City, County or Agency: _____
Address: _____
Contact: _____ Title: _____ Telephone : (____) _____
Location: _____ Scope of Work: _____

4. Name of Firm, City, County or Agency: _____
Address: _____
Contact: _____ Title: _____ Telephone : (____) _____
Location: _____ Scope of Work: _____

NOTE: Additional references may be attached and provided.

CITY OF MIAMI SPRINGS
RFP # 04-19/20
PARKS GROUNDS MAINTENANCE SERVICES
SECTION 700
INDEMNIFICATION CLAUSE

The parties agree that one percent (1%) of the total compensation paid to Proposer for the work of the contract shall constitute specific consideration to Proposer for the indemnification to be provided under the Proposer. The Proposer shall indemnify and hold harmless the City Council, the CITY OF MIAMI SPRINGS, and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Proposer, any sub-proposer, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the Owner, or any of their agents or employees by any employee of the Proposer, any sub-proposer, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Proposer or any sub-proposer under Worker's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing in this section shall affect the immunities of the City pursuant to Chapter 768, Florida Statutes.

| | | |
|--------------------------|--------------------|---------------|
| _____ Proposer's Name | _____ Signature | _____ Date |
|--------------------------|--------------------|---------------|

State of:_____

County of:_____

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public Signature

Notary Name, Printed, Typed or Stamped

Commission Number:_____

My Commission Expires:_____

CITY OF MIAMI SPRINGS
RFP # 04-19/20
PARKS GROUNDS MAINTENANCE SERVICES
SECTION 800
NON-COLLUSIVE AFFIDAVIT

State of _____ }
 } SS:
County of _____ }

_____ being first duly sworn deposes and says that:

- a) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Proposer that has submitted the attached Proposal;
- b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- c) Such Proposal is genuine and is not collusive or a sham Proposal;
- d) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful Contract any advantage against (Recipient), or any person interested in the proposed work;
- e) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful Contract on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

Witness

By:_____

Witness

(Printed Name)

(Title)

**CITY OF MIAMI SPRINGS
RFP # 04-19/20
PARKS GROUNDS MAINTENANCE SERVICES
NON-COLLUSIVE AFFIDAVIT (CONTINUED)**

ACKNOWLEDGMENT

State of _____)

) SS:

County of _____)

BEFORE ME, the undersigned authority personally appeared _____ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that _____ executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this ____ day of _____, 2020.

My Commission Expires:

Notary Public State of Florida at Large

END OF SECTION

CITY OF MIAMI SPRINGS
RFP # 04-19/20
PARKS GROUNDS MAINTENANCE SERVICES
SECTION 900
DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____
_____ does:
(Name of Business)

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

Date

Print Name

CITY OF MIAMI SPRINGS
RFP # 04-19/20
PARKS GROUNDS MAINTENANCE SERVICES
SECTION 1000
SWORN STATEMENT ON PUBLIC ENTITY CRIMES
SECTION 287.133(3) (a), FLORIDA STATUTES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the CITY OF MIAMI SPRINGS

by _____
[Print individual's name and title]

for _____
[Print name of entity submitting sworn statement]

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand than an “affiliate” as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
- a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person

CITY OF MIAMI SPRINGS
RFP # 04-19/20

PARKS GROUNDS MAINTENANCE SERVICES

**SWORN STATEMENT ON PUBLIC ENTITY CRIMES
SECTION 287.133(3) (a), FLORIDA STATUTES
(CONTINUED)**

of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length Contract, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.
6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ the entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[Attach a copy of the final order]**

CITY OF MIAMI SPRINGS
RFP # 04-19/20
PARKS GROUNDS MAINTENANCE SERVICES

SWORN STATEMENT ON PUBLIC ENTITY CRIMES
SECTION 287.133(3) (a), FLORIDA STATUTES
(CONTINUED)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND HAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Proposer's Name

Proposer's Signature

Sworn to and subscribed before me this _____ day of _____, 2020.

Personally known _____

OR produced identification _____ Notary Public State of **Florida at Large**

(Type of identification)

My commission expires _____

(Printed, typed or stamped commissioned
Name notary public)

END OF SECTION

CITY OF MIAMI SPRINGS
RFP # 04-19/20
PARKS GROUNDS MAINTENANCE SERVICES

SECTION 1100
EXCEPTION TO THE REQUEST FOR PROPOSALS

NOTE: Please note any exceptions to the provisions of the RFP. (Additional sheets may be attached.) However, all alterations or omissions of required information or any change in proposal requirements are done at the risk of the Proposer presenting the proposal and may result in the **rejection** thereof. The City reserves the right to require strict compliance with the terms of the RFP and to reject any exceptions or alternative proposals.

**SECTION V
CITY OF MIAMI SPRINGS
RFP # 04-19/20
PARKS GROUNDS MAINTENANCE SERVICES**

**SECTION 1200
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, _____

as Principal and Proposer, and _____

Hereinafter called Surety, are held and firmly bound unto CITY OF MIAMI SPRINGS, a political subdivision of the State of Florida, and represented by its City Manager, in the sum of five (5) percent (%) of the proposed annual base bid amount of:

(Written Dollar Amount)

dollars (\$_____) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

WHEREAS, the Principal contemplates submitting or has submitted, a bid to the CITY OF MIAMI SPRINGS for the furnishing of all labor, materials (except those to be specifically furnished by the City), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the bid and the detailed Drawings and Specifications, entitled:

PARKS GROUNDS MAINTENANCE SERVICES

**CITY OF MIAMI SPRINGS
RFP # 04-19/20 -PARKS GROUNDS MAINTENANCE SERVICES**

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5% of the proposal amount be submitted with said bid as a guarantee that the Proposer would, if awarded the Contract, enter into a written Contract with the City for the performance of said Contract, within ten (10) consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the CITY OF MIAMI SPRINGS and furnishes the Performance Bond, in an amount equal to one hundred percent of the **annual** base bid amount, satisfactory to the City, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the CITY OF MIAMI SPRINGS and the Surety herein agrees to pay said sum immediately upon demand of the City in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the said _____ as Principal herein, has caused these presents to be signed in its name by its _____ and attested by its _____ under its corporate seal, and the said _____ as Surety herein, has caused these presents to be signed in its name by its _____ and attested in its name by its _____ under its corporate seal, this _____ day of _____ A.D., 2020.

Signed, sealed and delivered
in the presence of:

PRINCIPAL: _____

BY: _____

NAME: _____

As to Principal

Surety

BY: _____
Attorney-in-Fact
(Power-of-Attorney to be attached)

BY: _____
Resident Agent

As to Surety

END OF SECTION

CITY OF MIAMI SPRINGS
RFP # 04-19/20
PARKS GROUNDS MAINTENANCE SERVICES

SECTION 1300
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESIDENTS:

That we, as Principal, hereinafter Called Proposer, and _____, as Surety, are bond to the CITY OF MIAMI SPRINGS, Florida, as Obligee, hereinafter called Owner, in the amount of _____ for the payment whereof Proposer and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Proposer has by written Contract entered into a Contract, PARKS GROUNDS MAINTENANCE SERVICES, RFP# 04-19/20, awarded via CITY OF MIAMI SPRINGS Resolution# ____ the ____th day of _____, 2020 with Owner for _____ in accordance with specifications prepared by the CITY OF MIAMI SPRINGS and made part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Proposer:

1. Fully performs the Contract between the Proposer and the Owner for Landscape Maintenance for City Facilities, Medians, and Swales ongoing after the date of Contract commencement as specified in the Notice to Award and in the manner prescribed in the Contract; and
2. Indemnifies and pays Owner all losses, damages (specifically including, but not limited to, damages for non-performance and other consequential damages caused by or arising out of the acts, omissions or negligence of Proposer), expenses, costs and attorney's fees and costs, including attorney's fees incurred in appellate proceedings, that Owner sustains because of default by Proposer under the Contract; and
3. Upon notification by the Owner, corrects any and all defective or faulty work or materials.
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

Whenever Proposer shall be, and declared by Owner to be, in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

CITY OF MIAMI SPRINGS
RFP # 04-19/20
PARKS GROUNDS MAINTENANCE SERVICES

PERFORMANCE BOND (CONTINUED)

- 4.1. Complete the Contract in accordance with its terms and conditions; or
- 4.2. Obtain a proposal or proposals for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive Proposer, or, if the Owner elects, upon determination by the Owner and Surety jointly of the best, lowest, qualified, responsible and responsive Proposer, arrange for a Contract between such Proposer and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Owner to Proposer under the Contract and any amendments thereto, less the amount properly paid by Owner to Proposer.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 2020.

WITNESSES:

(Name of Corporation)

Secretary

By: _____
(Signature and Title)

(CORPORATE SEAL)

(Type Name and Title signed above)

CITY OF MIAMI SPRINGS
RFP # 04-19/20
PARKS GROUNDS MAINTENANCE SERVICES
PERFORMANCE BOND

IN THE PRESENCE OF:

INSURANCE COMPANY

Witness

By: _____
Agent and Attorney-in-Fact

Address: _____
(Street)

(City/State/Zip Code)

Telephone No.: _____

END OF SECTION

[SPACE LEFT INTENTIONALLY BLANK]

CITY OF MIAMI SPRINGS
RFP # 04-19/20
PARKS GROUNDS MAINTENANCE SERVICES
SECTION 1400
ADDENDUM ACKNOWLEDGEMENT FORM

Addendum #

Date Received

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Proposer:

(Company Name)

(Signature)

(Printed Name & Title)

CITY OF MIAMI SPRINGS
RFP # 04-19/20
PARKS GROUNDS MAINTENANCE SERVICES
SECTION 1500
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 }
COUNTY OF MIAMI-DADE } SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the CITY OF MIAMI SPRINGS, its elected officials, and _____ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By:_____

Title:_____

Sworn and subscribed before this

_____ day of _____, 2020

Notary Public, State of Florida

(Printed Name)

My commission expires: _____

[SPACE LEFT INTENTIONALLY BLANK]

CITY OF MIAMI SPRINGS
RFP # 04-19/20
PARKS GROUNDS MAINTENANCE SERVICES
SECTION 1600
CONTRACT FOR PARKS GROUNDS MAINTENANCE SERVICES

THIS IS A CONTRACT FOR PARKS GROUNDS MAINTENANCE SERVICES ("Contract"), dated _____ ("Effective Date") by and between CITY OF MIAMI SPRINGS, FLORIDA, a Florida municipal corporation, (hereinafter referred to as "City"), and _____, a Florida corporation (hereinafter referred to as "Proposer").

W I T N E S S E T H

WHEREAS, the City solicited bids for the PARKS GROUNDS MAINTENANCE SERVICES of _____ ("Project") through Request for Proposal No.04-19/20; and

WHEREAS, the Proposer responded to the City's solicitation by submitting its bid ("Bid"), attached and incorporated hereto as Exhibit "A"; and

WHEREAS, after review and consideration of all submitted bids, the City Manager recommended the Proposer to _____ (the "Work") for the Project; and

WHEREAS, on _____, pursuant to Resolution No. _____, attached and incorporated hereto as Exhibit "B", the City Council approved the Proposer to perform the Work and authorized the City to contract with the Proposer to perform the Work for the Project; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Proposer and the City agree as follows:

ARTICLE 1
SCOPE OF WORK

- 1.1 The Proposer shall furnish all labor, materials, supervision, equipment, supplies, and incidentals required to perform the scope of work as outlined in the Detailed Requirements of this Contract, attached hereto as Exhibit "E" (the "Work").
- 1.2 Proposer shall perform all necessary tasks in order to complete the Work.
- 1.3 Proposer shall have on hand at all times and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Contract. All vehicles used by Proposer to provide services under this Contract shall be painted uniformly with

the name of Proposer, business telephone number, and the number of the vehicle in letters legible by the public. The City may require the repair or replacement of equipment as reasonably necessary. No other advertising shall be permitted on the vehicles. A magnetic sign displaying the CITY OF MIAMI SPRINGS Logo and a caption noting "Parks and recreation" will be required on vehicles at all times.

- 1.3.1 The Proposer shall at all times have a supervisor on site who thoroughly understands the Work, who shall, as the Proposer's agent, supervise, direct and otherwise conduct the Work. Proposer's employees shall serve the public in a courteous, helpful, and impartial manner.
- 1.3.2 Proposer's employees shall wear a clean uniform that provides identification of both the Proposer's company and the name of the employee
- 1.3.3 Proposer shall, upon receipt of a written request from the City, immediately exclude any employee of Proposer from providing Work under this Contract.
- 1.3.4 All references in this Contract to the Proposer shall include Proposer's employees or sub-proposers, wherever applicable.

ARTICLE 2

TERM

- 2.1 The Term of this Contract shall be effective and commence upon full execution of this Contract by both parties, and shall continue for a term of four (4) years. At its sole discretion, the City shall have the right and option to renew this Contract for up to four (4) additional one (1) year terms, upon the same terms and conditions, including unit pricing (the "Renewal Options"). The Renewal Option(s) may be exercised by the City Manager, at his sole discretion. Such renewal shall be effective upon receipt of a written notice from the City Manager to the Proposer received no later than thirty (30) days prior to the date of termination of the initial term or applicable Renewal Option term.

ARTICLE 3

PROTECTION OF PROPERTY AND THE PUBLIC

- 3.1 The Proposer shall continuously maintain adequate protection of all his Work from damage and shall protect public and private property from injury or loss arising in connection with this Contract as follows:
- 3.2 The Proposer shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the work sites, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of

1970, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the work site where the Work is being performed.

- 3.3 The Proposer shall erect and properly maintain at all times, all necessary safeguards, including sufficient lights and danger signals on or near the Work, from sunset to sunrise, suitable railings, barricades, or other hazards or other protective devices about unfinished work, open trenches, embankments, or other hazards and obstructions to traffic; provide all necessary security staff on the Work by day or by night for the safety of the public; and take all necessary precautions to prevent accidents and injuries to persons or property on or near the Work.
- 3.4 The Proposer shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any property (including landscaping, walks, drives, or structures of the City and of any land adjoining the work site), which may be caused by Proposer. The Proposer shall, at all times while the Work is in progress, use extraordinary care to see that adjacent property, whether real or personal, is not endangered in any way by reason of fire, water, or construction operations, and shall take all necessary or directed steps, to protect the property.
- 3.5 Buildings, sidewalks, fences, shade trees, lawns and all other improvements shall be duly protected from damage by Proposer. Property obstructions, such as sewers, drains, water or gas lines, conduits, railroads, poles, walls, posts, galleries, bridges, manholes, valve boxes, meter boxes, street monuments, etc., shall be carefully protected from injury and shall not be displaced. The Proposer shall give due notice to any department or public service corporation controlling such items as manholes, valve boxes, meter boxes, street monuments, etc., prior to adjusting them to grade and shall be held strictly liable to the affected utility if any such appliances are disturbed, damaged or covered up during the course of the Work.

ARTICLE 4

COMPENSATION /PAYMENT

- 4.1 Proposer shall provide the City with an invoice on a monthly basis within ten (10) days of the end of each month stating the services provided in the preceding month along with the dumping/tipping tickets.
- 4.2 The City shall make payment on said invoices of approved amounts due, as required under the Florida Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished. If there is a dispute with regard to an invoice, the City may withhold payment until all requested supporting materials are received from Proposer and the dispute is resolved.
- 4.3 Proposer shall be compensated at the unit prices specified in the Bid Proposal, attached hereto as Exhibit "A", based upon the actual Work completed for the month. The total compensation under this Contract shall not exceed \$_____ (the "Contract Sum").
- 4.4 The payment of any Application for Payment by City, including the final request for payment, does not constitute approval or acceptance by City of any item of the Work reflected in such Application for Payment, nor shall it be construed as a waiver of any of the City's rights hereunder or at law or in equity.

ARTICLE 5

CONTRACT DOCUMENTS

5.1 Each of the following are made a part of this Contract for the Project (collectively “Contract Documents”):

| | |
|-------------|--|
| Exhibit “A” | Bid or Proposal Submitted by Proposer |
| Exhibit “B” | City Authorization: Resolution No. _____ |
| Exhibit “C” | Introduction |
| Exhibit “D” | Special Conditions |
| Exhibit “E” | Detailed Requirements/ Scope of Work |
| Exhibit “F” | Bid Forms |
| Exhibit “G” | Advertisement for Bids |
| Exhibit “H” | Performance Bond |
| Exhibit “I” | Insurance and Licenses |

5.2 **Priority of Interpretation.** The Code and any City resolutions take precedence over this Contract and its exhibits. This document without exhibits is referred to as the “Base Contract.” In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, service, or other work, or otherwise, between the Base Contract and the exhibits, or between exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Base Contract, and then to the exhibits according to the following priority:

- a) City Resolution Approving Proposer
- b) City Request for Proposal (“RFP”)
- c) Drawings, Plans and Specifications approved by the City
- c) Proposer’s Response to RFP
- d) Insurance Certificates
- e) Notice to Proceed (NTP)
- f) Performance and Payment Bond

5.3 Any mandatory clauses which are required by such federal, state, or other governmental regulations shall be deemed to be automatically incorporated herein. In the event of any conflict among the foregoing Contract Documents, the documents shall govern in the order listed and/or as determined by the City.

5.4 The Contract Documents shall remain the property of the City. The Proposer shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided; however, that in no event shall the Proposer use, or permit to be used, any or all of such Contract Documents on other Projects without the City’s prior written authorization.

ARTICLE 6

INDEMNIFICATION

- 6.1 To the fullest extent permitted by law, Proposer shall defend, indemnify, and hold harmless the City and its officials, consultants, agents and employees from and against all demands, claims, suits, liabilities, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court costs including appeals) arising out of, related to, or resulting from the performance or non-performance of the Work, or Proposer's obligations, or the Work under this Contract, including but not limited to any such claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death sustained by any person, or to injury to or destruction of tangible property or any other property (other than the Work itself) including the loss of use resulting therefrom, caused in whole or in part by any willful and wanton or negligent or gross negligent acts or omission of Proposer, any sub-proposer, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by applicable law and regardless of the negligence of any such party.
- 6.2 In any and all claims against the City or any of its officers, consultants, agents or employees by any employee of Proposer, any Sub-proposer, any person or organization directly or indirectly employed by Proposer, any Sub-proposer, person or organization to perform or furnish any of the Work or any person or entity for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Proposer or any such Sub-proposer or other person or organization under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.
- 6.3 It is the specific intent of the parties hereto that the foregoing indemnification shall comply with Section 725.06, Florida Statutes. It is further the specific intent and Contract of the parties that all of the Contract Documents for this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.
- 6.4 Notwithstanding any obligation which may be set forth or required in the Contract or Contract Documents, the City shall not indemnify or hold harmless the Proposer or any Sub-proposer, Engineer, or any officer, director, partner, employee, agents, consultant of each or any of them from any claims, costs, losses or damages arising out of any Work performed or this Contract, and any reference or inclusion of such indemnification by the City or Owner in the Contract Documents is hereby deleted. The parties acknowledge and agree that the City is a municipal corporation that enjoys sovereign immunity pursuant to applicable law, and shall not and does not waive any rights and protections pursuant to such sovereign immunity. Nothing in this Contract is intended to waive the City's sovereign immunity, nor shall anything in this Contract shall be construed to waive the City's sovereign immunity.

ARTICLE 7
INSURANCE AND BONDS

- 7.1 **Insurance.** Proposer shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts as listed in the Contract Documents, including and in no event less than the policies, coverages and minimum limits specified below and as satisfactory to City, naming the City as an Additional Insured, underwritten by a firm rated A-X or better by Bests Rating and qualified to do business in the State of Florida. Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured, no later than ten (10) days after award of this Contract and prior to the execution of this Contract by City and prior to commencing any Work. Each certificate shall include no less than (30) thirty day advance written notice to City prior to cancellation, termination, or material alteration of said policies or insurance. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers naming the City as additional insured.

Any insurance maintained by the City shall be in excess of the Proposer's insurance and shall not contribute to the Proposer's insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section.

- a. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Proposer. The General Aggregate Liability limit (except for Products/Completed Operations) shall be in the amount of \$2,000,000.
- b. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, sub-proposer or agent of the Proposer shall be allowed to provide Work pursuant to this Contract who is not covered by Worker's Compensation insurance.
- c. Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include Owned, Hired, and Non-Owned Vehicles.
- d. Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. This insurance shall include the interest of City and Proposer and shall provide All-Risk coverage against loss by physical damage including, but not limited to, Fire, Extended Coverage, Theft, and Vandalism and Malicious Mischief.
- e. Proposer acknowledges that it shall bear the full risk of loss for any portion of the Work damaged, destroyed, lost or stolen until Final Completion has been achieved for the Project, and all such Work shall be fully restored by the Proposer, at its sole cost and

expense, in accordance with the Contract Documents.

- f. **Certificate of Insurance.** On or before the Effective Date of this Contract, the Proposer shall provide the City with Certificates of Insurance for all required policies. The Proposer shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Contract, including any extensions or renewals that may be granted by the City.

The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The City reserves the right to inspect and return a certified copy of such policies, upon written request by the City.

If a policy is due to expire prior to the completion of the Work, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the City.

- g. **Additional Insured.** The City is to be specifically included as an Additional Insured for the liability of the City resulting from Work performed by or on behalf of the Proposer in performance of this Contract. The Proposer's insurance, including that applicable to the City as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to the Proposer's insurance.

The Proposer's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

- h. **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the City. The Proposer shall be responsible for the payment of any deductible or self-insured retention in the event of any claim.
- i. The provisions of this Section shall survive termination of this Contract.

[SPACE LEFT INTENTIONALLY BLANK]

- 7.2 **Bonds.** Prior to performing any portion of the Work and within three (3) days of the Effective Date hereof, the Proposer shall deliver to City the Bonds required to be provided by Proposer hereunder and the Contract Documents (collectively, “Bonds”). Pursuant to and in accordance with Section 255.05, Florida Statutes, the Proposer shall obtain and thereafter at all times during the performance of the Work maintain a separate performance bond and labor and material payment bond for the Work, in the amount of the total bid amount, or Contract Price, whichever is greater, in the form provided in the Contract Documents or another form satisfactory to, and approved in writing by the City and executed by a surety of recognized standing with a rating of A or better for bonds up to Two Million Dollars. The surety providing such Bonds must be licensed, authorized, and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds is included in the Contract Price. If notice of any change affecting the Scope of the Work, the Contract Price, Contract Time or any of the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be Proposer’s sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the Proposer shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to City.
- 7.3 Notwithstanding any obligation which may be set forth or required in the Contract Documents, the City shall not be required to procure or maintain any insurance in connection with the Work or this Contract, including, but not limited to, Owner’s Liability Insurance or Property Insurance.

ARTICLE 8

PROPOSER’S REPRESENTATIONS AND WARRANTIES

- 8.1 In order to induce the City to enter into this Contract, the Proposer makes the following representations and warranties:
- 8.1.1 Proposer has examined and carefully studied the Contract Documents and the other data identified in the bidding documents, including, without limitation, the “technical specifications and data” and plans and specifications, attached hereto and incorporated herein.
- 8.1.2 Proposer has visited the Project site and has become familiar with the site and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the Work.

- 8.1.3 Proposer has taken affirmative efforts, either in past experience or active due diligence, to become familiar with, and warrants to comply, with all federal regulated stated herein, and other applicable federal, state, and local laws, regulations, and permits necessary for the legal performance of this Contract. Proposer is aware of all regulations and permits that may affect cost, progress, performance and furnishing of the Work. Proposer agrees that it will at all times comply with all requirements of the federal, state, and local laws, regulations, and permits applicable to the Work—even if such laws and regulations are not specifically enumerated in this Contract.
- 8.1.4 Proposer has had the opportunity and made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the Project site. Proposer acknowledges that the City does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground or ground facilities at, contiguous or near the Project sites or for existing improvements at or near the sites. Proposer has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities and improvements) at, contiguous or near to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Proposer and safety precautions and programs incident thereto. Proposer does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- 8.1.5 Proposer is aware of the nature of work to be performed by the City and others at the site that relates to the Work as indicated in the Contract Documents.
- 8.1.6 Proposer has correlated the information known to Proposer, information and observations obtained from visits to the Project site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 8.1.7 Proposer has given the City written notice of all conflicts, errors, ambiguities or discrepancies that Proposer has discovered in the Contract Documents and the written resolution thereof by City is acceptable to Contactor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

8.1.8 The Proposer agrees and represents that it possesses the requisite skills to perform the Work and that the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new and approved by or acceptable to City, except as otherwise expressly provided for in the Contract Documents. The Proposer shall cause all materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the Project.

8.2 Proposer further warrants and covenants the following:

8.2.1 **Anti-Discrimination.** Proposer agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and agrees to abide by all federal and state laws regarding non-discrimination.

8.2.2 **Anti-Kickback.** Proposer warrants that no person has been employed or retained to solicit or secure this Contract upon a Contract or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the City has any interest, financially or otherwise, in the Project.

For breach or violation of this warranty, the City shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

8.2.3 **Licensing and Permits.** Proposer warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required valid licenses and permits in compliance with all federal, state, county or City regulations and laws. Proposer acknowledges that it is the obligation of Proposer to obtain all licenses and permits required for this Work for the Project.

ARTICLE 9

DEFAULT, TERMINATION, AND REMEDIES

9.1 The happening of any one or more of the following shall be deemed an Event of Default under this Contract, if the Proposer:

- (a) fails to timely begin the Work;
- (b) fails to perform the Work with sufficient workers and equipment or has insufficient materials to insure the prompt completion of the Work within the Contract Time as specified in Article 2 of this Contract and the applicable Notice to Proceed;
- (c) performs the Work unsuitably or causes the Work to be rejected as defective and unsuitable;
- (d) discontinues the prosecution of the Work pursuant to the accepted schedule;

- (e) fails to perform or comply with any material term set forth in the Contract Documents;
- (f) becomes insolvent, declared bankrupt, commits any act of bankruptcy or insolvency, or makes an assignment for the benefit of creditors; or
- (g) causes any act, whatsoever, not to carry on the Work in an acceptable manner.

9.2 In the Event of Default, the City may, upon seven (7) days written notice:

- (a) terminate the services of Proposer;
- (b) exclude Proposer from the Project site;
- (c) provide for alternate prosecution of the Work;
- (d) appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable; and
- (e) finish the Work by whatever methods it may deem expedient.

In the event of an Event of Default, the Proposer shall not be entitled to receive any further payment, from the time notice of termination is sent, until the Project is completed. All damages, costs and charges incurred by City, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Proposer. In case the damages and expenses so incurred by City shall exceed monies due Proposer from City, Proposer shall be liable and shall pay to City the amount of said excess promptly upon demand therefore by City. In the event it is adjudicated that City was not entitled to terminate the Contract as described hereunder for default, then the Contract shall automatically be deemed terminated by City for convenience as described below.

9.3 This Contract may be terminated by the City for convenience, or for any reason, upon seven (7) calendar days' written notice to the Proposer, in the sole discretion of the City, including, but not limited to, if the City has determined that such cancellation will be in the best interest of the City for its own convenience or funding is not available, appropriated, or budgeted.

In the event the Contract is terminated for convenience, then the Proposer shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subproposer obligations, and will be paid for Work performed to the satisfaction of the City as of the termination date. No consideration will be given for anticipated lost revenue, overhead, mobilization or demobilization or the canceled portions of the Contract. In such event, the Proposer shall promptly submit to the City its Application for Payment for final payment which shall comply with the provisions of the Contract Documents.

9.4 If an Event of Default, or any default of any other material term in this Contract, by the Proposer, then the Proposer shall also be liable for all damages caused by its default which damages may include, but not be limited to, any and all costs incurred by the City in completing the Project, Liquidated Damages as set forth in this Contract, damages arising out of the Proposer's failure to adhere to the Contract requirements, and all attorney's fees and costs incurred by the City in seeking legal relief for the default.

- 9.5 The rights and remedies of the City herein shall be cumulative and not mutually exclusive, and the City may resort to any one or more or all of said remedies without exclusion of any other. No party other than the City, whether the Proposer, a material man, laborer, subproposer, or supplier, shall have any interest in the funds withheld because of a default herein, and shall not have any right to garnish or require or compel that payment thereof be applied toward the discharge or satisfaction of any claim or lien which any of them may have.

ARTICLE 10 **ASSIGNMENT**

- 10.1 Neither party shall assign the Contract, any portion of the Work, or any sub-contract, in whole or in part, without the written consent of the other, nor shall Proposer assign any monies due or to become due to it hereunder, without the previous written consent of the City.

ARTICLE 11 **PROPOSER REQUIREMENTS**

- 11.1 **Proposer to Check Plans, Specifications, and Data.** Proposer shall verify all dimensions, quantities, and details shown on the Plans, Specifications or other data received from the City, and shall notify the City in writing of all errors, omissions, and discrepancies found therein within three (3) calendar days of discovery and City will promptly review the same. Any Work done after such discovery, but prior to written authorization of the City, will be done at the Proposer's sole risk.
- 11.2 **Proposer's Responsibility for Damages and Accidents.**
- 11.2.1 Proposer shall be responsible for promptly notifying the City of any damage to irrigation systems, buildings or other structures, vehicles, or property or possessions, which occur as a result of the Work performed by Proposer pursuant to this Contract, or the improper or negligent activities of the Proposer.
- 11.2.2 Proposer shall accept full responsibility for, and insure, the Work against all loss, or damage, of any nature sustained until final acceptance by City, and shall promptly repair any damage done from any cause.
- 11.2.3 Proposer shall be responsible for all materials, equipment, and supplies pertaining to the Project. In the event any such materials, equipment, and supplies are lost, stolen, damaged, or destroyed prior to final acceptance by City, Proposer shall replace same without cost to City.

11.3 **Defective Work/Guarantee.**

11.3.1 The City shall have the authority to monitor the Work and Proposer's contracting terms with sub-proposers, but such right shall not give right to a duty or obligation to such monitoring.

The City shall have the authority to reject or disprove of Work, which the City finds to be defective. If required by the City, Proposer shall promptly either correct all defective Work or remove such defective Work and replace it with non-defective Work. Proposer shall bear all direct, indirect, and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

11.3.2 Should Proposer fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by City, the City shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary at Proposer's expense. Any expense incurred by the City in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Proposer. In the event of failure of Proposer to make all necessary repairs promptly and fully, the City may declare Proposer in default.

11.3.3 Proposer shall unconditionally guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of Substantial Completion. If, within one (1) year after the date of Substantial Completion, any of the Work is found to be defective or not in accordance with the Contract Documents, Proposer, after receipt of written notice from City, shall promptly correct such defective or nonconforming Work within the time specified by City without cost to City. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Proposer might have under the Contract Documents including but not limited to any claim regarding latent defects.

11.3.4 Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered.

11.4 **Legal Restrictions and Traffic Provisions.** Proposer shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of Work and Proposer's general operations. Proposer shall conduct its operations pursuant to all necessary permits from applicable jurisdictions. Proposer shall not interfere with, or close, any thoroughfare, without the written consent of the City or governing jurisdiction.

11.5 **Examination and Retention of Proposer's Records.**

11.5.1 Proposer shall comply with the applicable provisions of Chapter 119, Florida Statutes (Public Records Law). Proposer shall retain all records associated with this Contract for a

period of three (3) years from the date of final payment for all Work performed pursuant to this Contract. The City or any of their duly authorized representatives shall, until three (3) years after final payment under this Contract, have access to and the right to examine any of the Proposer's books, ledgers, documents, papers, or other records involving transactions related to this Contract for the purpose of making audits, examinations, excerpts, and transcriptions.

- 11.6 **No Damages for Delay.** No claim for damages or any claim, other than for an extension of time shall be made or asserted against City by reason of any delays. Proposer shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from City for direct, indirect, consequential, impact or other costs, expenses, or damages, including but not limited to, costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. Proposer shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay. Notwithstanding the above, and in accordance with the requirements of the Contract Documents, the Proposer shall be granted an extension of time and suspension of Liquidated Damages for any delay beyond the control of the Proposer. Should any delay, disruption, interference, or hindrance be caused by the City, for a continuous period or cumulative period of forty-five (45) days, the Proposer may terminate the Contract upon twenty (20) days written notice to the City.
- 11.7 **Clean Conditions. Safe Site.** Proposer shall, at all times, at its expense, keep the Project sites in a neat, clean and safe condition. Upon completion of any portion of the Work, Proposer shall promptly remove all of its equipment, construction materials, temporary structures and surplus materials not to be used at or near the same location during later stages of the Work. Upon completion of the Work, Proposer shall, at its expense, satisfactorily dispose of all rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the Work and Proposer shall leave the Project in a neat, clean and safe condition. In the event of Proposer's failure to comply with the foregoing, the same may be accomplished by the City at Proposer's expense.
- 11.8 **Taxes and Fees.** Proposer shall pay all taxes, levies, duties and assessments of every nature which may be applicable to the Work under this Contract. The pricing and any agreed variations thereof shall include all taxes imposed by law at the time of this Contract. Proposer shall make any and all payroll deductions required by law. Proposer herein indemnifies and holds the City harmless from any liability on account of any and all such taxes, levies, duties and assessments.

Notwithstanding anything contained in the Contract Documents to the contrary, the City may exercise its right to implement an owner direct purchase program whereby the City will directly purchase equipment or materials for the Work. Under an owner direct purchase program, Proposer shall work with the City to identify materials and equipment for purchase by the City. Proposer will receive, unload, properly store, and provide insurance consistent with the requirements of this Contract and applicable law and regulations for all equipment and materials purchased under an

owner direct purchase program. The Contract Price shall be reduced as appropriate by the value of the purchase order(s), plus the applicable sales tax, issued by the City under any owner direct purchase program.

- 11.9 **Public Entity Crimes Affidavit.** Proposer shall comply with Section 287.133, Florida Statutes, (Public Entity Crimes Statute) notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
- 11.10 **Independent Proposer.** The Proposer is an independent proposer pursuant to this Contract. This Contract does not create any partnership or joint venture between the City and Proposer. Work performed or provided by the Proposer shall be by employees of the Proposer and subject to supervision by the Proposer, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to Work rendered under the Contract shall be those of the Proposer.
- 11.11 **DBE Contract Assurance.**
- 11.11.1 City affirms it has encouraged women-owned, minority owned, and disadvantaged businesses of the Project and be responsive to the opportunity of the award of this Contract.
- 11.11.2 Proposer, or any sub-proposer performing Work under this Contract, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Proposer shall carry out all applicable requirements of 49 CFE Part 26 in the award and administration of this Contract. Failure by the Proposer to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the City deems appropriate.
- 11.12 **Scrutinized Companies.**
- 11.12.1 Proposer certifies that it and its sub-proposers are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Contract at its sole option if the Proposer or its sub-proposers are found to have submitted a false certification; or if the Proposer, or its sub-proposers are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract.
- 11.12.2 If this Contract is for more than one million dollars, the Proposer certifies that it and its sub-proposers are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Tow may immediately

terminate this Contract at its sole option if the Proposer , its affiliates, or its sub-proposers are found to have submitted a false certification; or if the Proposer, its affiliates, or its sub-proposers are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Contract.

- 11.12.3. The Proposer agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.
- 11.12.4. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

ARTICLE 12

MISCELLANEOUS

12.1 **Governing Law.** This Contract shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Contract shall be proper and exclusively in Miami-Dade County, Florida.

12.2 **Public Records Law.**

- 12.2.1 Proposer agrees to keep and maintain public records in Proposer's possession or control in connection with Proposer's performance under this Contract. Proposer additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Proposer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Contract, and following completion of the Contract until the records are transferred to the City.
- 12.2.2 Upon request from the City's custodian of public records, Proposer shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 12.2.3 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of the City.
- 12.2.4 Upon completion of this Contract or in the event of termination by either party, any and all public records relating to the Contract in the possession of the Proposer shall be delivered by the Proposer to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Proposer shall be delivered to the City

in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Contract, the Proposer shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

- 12.2.5 Any compensation due to Proposer shall be withheld until all records are received as provided herein.
- 12.2.6 Proposer's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Contract by the City.

Section 119.0701(2)(a), Florida Statutes

IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

| | |
|------------------------------|--|
| Custodian of Records: | Erika Gonzalez, MMC City Clerk |
| Mailing address: | 201 Westward Drive Miami Springs, Florida 33166 |
| Telephone number: | (305) 805-5006 |
| Email: | gonzaleze@miamisprings-fl.gov |

Notices.

Any notices required by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: CITY OF MIAMI SPRINGS
City Manager
201 Westward Drive
Miami Springs, Fl. 33166

With a copy to: City Attorney, CITY OF MIAMI SPRINGS
Weiss Serota Helfman Cole & Bierman, P.L.
2525 Ponce de Leon Blvd. Suite 700
Coral Gables, Florida 33134

For the Proposer: _____

- 12.3 **Prevailing Party; Attorneys' Fees.** In the event of any controversy, claim, dispute or litigation between the parties arising from or relating to this Contract (including, but not limited to, the enforcement of any indemnity provisions), the prevailing party shall be entitled to recover any and all reasonable costs, expenses and attorneys' fees including, but not limited to, court costs and other expenses through all appellate levels.
- 12.4 **Entire Contract. All Prior Contracts Superseded.** This Contract incorporates and includes all prior negotiations, correspondence, conversations, Contracts, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, Contracts, or understandings concerning the subject matter of these Contract Documents that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Contracts, whether oral or written.
- 12.5 **Amendment.** The Contract may only be amended in writing executed by both Parties.
- 12.6 **City Authorization Resolution.** The City Resolution authorizing the award of this Contract and the City solicitation which Proposer submitted bid pursuant to (collectively, "**City Authorization**") are incorporated by reference. To the extent of any conflict between the City Resolution and the Contract Documents when interpreting the intent of this Contract, whichever provision is strictest will control. To the extent of any conflict between the City Authorization, the City Resolution will control.

- 12.7 **Counterparts.** This Contract may be executed in counterparts and any counterpart evidencing signature by one party may be delivered by electronic mail. Each executed counterpart of this Contract will constitute an original document and all executed counterparts, together, will constitute the same Contract.
- 12.8 **Severability.** If any term or provision of this Contract or the Contract Documents shall be held or deemed invalid or unenforceable by the courts or otherwise, illegal or in conflict with any law of the State, the validity of the remaining terms or provisions of this Contract or the Contract Documents shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
- 12.9 **Meanings and Definitions.** Capitalized words shall have the meaning as assigned herein or as defined
- 12.10 **WAIVER OF JURY TRIAL.** CITY AND PROPOSER KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN STATE AND OR FEDERAL COURT PROCEEDINGS IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THIS CONTRACT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OR INACTIONS OF ANY PARTY.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: CITY OF MIAMI SPRINGS, FLORIDA, signing by and through its City Manager, and _____ (Proposer) signing by and through _____, duly authorized to execute same.

ATTEST:

CITY OF MIAMI SPRINGS, FLORIDA,
A Florida municipal corporation

By: _____
Erika Gonzalez-Santamaria, MMC
City Clerk

By: _____
William Alonso, CPA, CGFO
City Manager

Date Executed: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE OF THE CITY OF MIAMI SPRINGS:

Resolution No.: _____

By: _____
WEISS SEROTA HELFMAN
COLE & BIERMAN, P.L
City Attorney

PROPOSER MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION
FORMAT, AS APPLICABLE.

ATTEST:

PROPOSER:

By: _____
(Secretary)

(Corporate Seal)

By: _____
(Signature)

(Name/Title signed above)

This _____ day of _____, 2020.

[END OF DOCUMENT]